

BEFORE THE TENNESSEE REGULATORY AUTHORITY
NASHVILLE, TENNESSEE

RECEIVED

2004 MAY -6 PM 3:36

May 6, 2004

T.R.A. DOCKET ROOM

IN RE)
In the Matter of the Petition by KMC Telecom)
III LLC, KMC Telecom V, Inc , and KMC Data)
LLC for Arbitration of an Interconnection)
Agreement with United Telephone – Southeast,
Inc Pursuant to Section 252(b) of the
Communications Act of 1934, as Amended

Docket No. 04-00136

PETITION FOR ARBITRATION

KMC Telecom III LLC (“KMC III”), KMC Telecom V, Inc (“KMC V”) and KMC Data LLC (“KMC Data”) (collectively, “KMC”), pursuant to Section 252(b) of the Communications Act of 1934, as amended (“Act” or “Communications Act”); Chapter 1220-1-1. Rules and Regulation of the Tennessee Regulatory Authority (“TRA”); and other applicable statutes, rules and regulations, and decisions, hereby files this Petition for Arbitration (the “Petition”) seeking resolution of certain issues arising between KMC and United Telephone – Southeast, Inc. (“Sprint”) in the negotiation of an interconnection agreement. In support of this Petition, KMC states as follows

I. DESIGNATED CONTACTS

1. All communications and submissions in this proceeding, including but not limited to, correspondence, notices, inquiries, and orders, should be served upon the following designated contacts for KMC:

Henry Walker, Esq.
BOULT, CUMMINGS, CONNERS & BERRY, PLC
414 Union Street
Suite 1600
P. O. Box 198062
Nashville, Tennessee 37219
615-252-2363 (telephone)
615-252-6363 (facsimile)
HWalker@boultcummings.com

with copies to:

Edward A. Yorkgitis, Jr
A Enrico C Soriano
Andrew M. Klein
Andrea Pruitt Edmonds
KELLEY DRYE & WARREN LLP
1200 19th Street, N.W., Fifth Floor
Washington, D.C. 20036
(202) 955-9600 (voice)
(202) 955-9792 (facsimile)
EYorkgitis@Kelleydrye.com
ESoriano@Kelleydrye.com
AKlein@Kelleydrye.com
AEdmonds@Kelleydrye.com

and

Marva Brown Johnson
KMC Telecom Holdings, Inc.
1755 North Brown Road
Lawrenceville, GA 30043
(678) 985-6220 (voice)
(678) 985-6213 (facsimile)
marva.johnson@kmctelecom.com

2. Sprint's lead negotiating attorney is.

Janette Luehring, Esq.
Sprint, Legal and External Affairs

KSOPHN0212-2A511
6450 Sprint Parkway
Overland Park, KS 66251
913-315-8525
Facsimile: 913-523-9631
Janette.w.luehring@mail.sprint.com

II. STATEMENT OF FACTS

3. KMC V is a Delaware corporation, and KMC III and KMC Data are Delaware limited liability corporations. All three corporations are headquartered at 1545 Route 206, Bedminster, NJ 07921-2567, and maintain their principal place of business at 1755 North Brown Road, Lawrenceville, Georgia, 30043. KMC V, KMC III and KMC Data are, collectively, nationwide facilities-based providers of next-generation telecommunications infrastructure and services, providing fiber-based, integrated data, voice, and Internet communications services. They offer these services to business, government and institutional end-users, Internet service providers, long distance carriers and wireless service providers. They are, collectively, certified to provide telecommunications services in 49 states, the District of Columbia, and Puerto Rico. KMC V, KMC III and KMC Data are authorized to provide competitive local exchange and interexchange services in Tennessee, including the territories served by the Sprint Entities.¹

¹ KMC Telecom III, Inc. was authorized to provide facilities-based and resold, switched, local exchange and interexchange services in the State of Tennessee pursuant to Case No 99-00211 (July 28, 1999). On February 15, 2002, KMC Telecom III, Inc. filed a notice of name change to change its name to KMC Telecom III LLC. KMC Telecom V, Inc. was granted a Certificate of Convenience and Necessity to provide competitive resold and facilities-based local exchange and resold interexchange telecommunications services throughout the State of Tennessee in Docket No. 00-1123 (May 4, 2001). KMC Data LLC was granted a Certificate of Convenience and Necessity to provide competitive resold and facilities-based local and exchange and resold interexchange telecommunications services throughout the State of Tennessee in Docket No. 01-00705 (January 29, 2002).

4. Sprint is an incumbent local exchange carrier (“ILEC”) in Tennessee, as defined by the Communications Act. *See* 47 U.S.C. § 252(h). Within its operating territory, Sprint has, at all relevant times, been a monopoly provider of telephone exchange service.

5. Pursuant to the Communications Act, Sprint is required to provide to requesting telecommunications carriers, through negotiation or otherwise, interconnection, access to unbundled network elements (“UNEs”), collocation, number portability, dialing parity, access to rights-of-way, reciprocal compensation, and resale, among other things. *See* 47 U.S.C. §§ 251(a)-(c). The terms and conditions of interconnection must comply with the provisions of Sections 251 and 252 of the Communications Act. *See* 47 U.S.C. § 251(c). Section 252(d) governs the pricing of UNEs, interconnection, reciprocal compensation, and resale services.

6. Effective September 29, 2000, Sprint and KMC (“the Parties”) entered into an interconnection agreement (“Interconnection Agreement”), which was approved by the TRA. The Interconnection Agreement was based on the terms of the Sprint/Hyperion agreement that was adopted by KMC. By agreement between Sprint and KMC, the Parties agreed to continue to operate pursuant to the terms of the Interconnection Agreement following the stated expiration date, until such time as a new interconnection agreement was approved.

7. On May 8, 2002, Sprint, KMC Telecom II, Inc., KMC III and KMC V executed a Settlement and Release Agreement (“Settlement”) to resolve pending disputes between the Parties. Among the items addressed by the Settlement are several issues identified in this Petition as being unresolved, including, but not limited to, the issue of payment by Sprint of compensation for the termination of traffic by KMC. Clearly, those issues should be easily

resolved by reference to and incorporation of the terms of the Settlement – as is contemplated by the Settlement.²

III. BRIEF SUMMARY OF NEGOTIATION HISTORY

8. In accordance with the terms of the Settlement, the Parties began negotiation of a new interconnection agreement that would cover several states, including Tennessee. Sprint proposed its boilerplate interconnection agreement, from which the Parties would commence interconnection negotiations. By agreement of both Sprint and KMC, the negotiations were deemed to have commenced on November 13, 2003, resulting in a state commission arbitration window opening on April 11, 2004, and closing on May 6, 2004

9. During the course of the interconnection agreement negotiations, KMC and Sprint held numerous meetings, both in person and by telephone, to discuss the rates, terms and conditions pursuant to which Sprint would provide to KMC interconnection, access to UNEs, and collocation, among other things. In fact, in July, 2003, KMC personnel and one of the undersigned counsel traveled to Sprint's headquarters in Overland Park, Kansas, in an attempt to reach terms. As a result of these good faith negotiations, Sprint and KMC reached agreement on many of the issues raised. However, Sprint and KMC have not resolved a number of other issues. Consequently, KMC is filing the instant Petition pursuant to Section 252 of the Communications Act and other applicable law to address the issues that remain unresolved.

² While the Confidentiality clause contained in the Settlement permits disclosure of its contents as necessary to enforce the provisions thereof, the Settlement document has not been attached hereto. It is KMC's preference, and we believe that of Sprint as well, to provide the Settlement to the TRA under seal

IV. NEGOTIATION AND ARBITRATION TIMELINE

10. Under the Communications Act, parties to an interconnection negotiation have the right to petition the relevant state commission for arbitration of any open issue whenever negotiations between them fail to yield an agreement. *See* 47 U.S.C. § 252(b). Either party may seek arbitration during the period between the 135th day and the 160th day, inclusive, after the date the ILEC received the request for negotiation. *Id.*

11. Because Sprint and KMC have agreed that the request for negotiation was received on November 13, 2003, the TRA arbitration window opened on April 11, 2004, and closes May 6, 2004. Accordingly, this Petition is timely filed. Section 252(b)(4)(C) of the Communications Act requires that the TRA conclude the resolution of any unresolved issues within nine (9) months after the request for interconnection negotiation was initiated. 47 U.S.C. § 252(b)(4)(C).

V. JURISDICTION AND APPLICABLE LAW

12. The Federal Communications Commission (the “FCC”) established the appropriate standard for arbitration under Sections 251 and 252 of the Communications Act in *Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, CC Docket No. 96-98, First Report and Order (rel. Aug. 8, 1996) (*Local Competition Order*). Pursuant to the *Local Competition Order*, the TRA must do the following in an arbitration: (1) ensure resolution and conditions satisfying Section 251 of the Communications Act, including the regulations promulgated by the FCC; and (2) establish rates for interconnection and UNEs according to Section 252(d) of the Communications Act.

13. The TRA must make an affirmative determination that the rates, terms, and conditions that it prescribes in this arbitration proceeding for interconnection are consistent with the requirements of Section 251(a)-(c) and Section 252 of the Communications Act.

14. Section 251(b) of the Communications Act, 47 U.S.C. § 251(b), states that each local exchange carrier has the following duties

- (1) the duty not to prohibit, and not to impose unreasonable or discriminatory conditions or limitations on, the resale of its telecommunications service;
- (2) the duty to provide, to the extent technically feasible, number portability in accordance with requirements prescribed by the FCC;
- (3) the duty to provide dialing parity to competing providers of telephone exchange service and telephone toll service, and the duty to permit all such providers to have nondiscriminatory access to telephone numbers, operator services, directory assistance, and directory listing, with no unreasonable dialing delays;
- (4) the duty to afford access to the poles, ducts, conduits, and rights-of-way of such carrier to competing providers of telecommunications services on rates, terms, and conditions that are consistent with Section 224 of the Act, and
- (5) the duty to establish reciprocal compensation arrangements for the transport and termination of telecommunications.

15. Section 251(c) of the Communications Act states that each incumbent local exchange carrier, such as Sprint, has the following additional duties:

- (1) the duty to negotiate in good faith;
- (2) the duty to provide, for the facilities and equipment of any requesting telecommunications carrier, interconnection with the local exchange carrier's network for the transmission and routing of telephone exchange service and exchange access at any technically feasible point within the carrier's network that is at least equal in quality to that provided by the local exchange carrier to itself, or to any subsidiary, affiliate, or any other party to which the carrier provides interconnection on rates, terms and conditions that are just, reasonable and nondiscriminatory;

- (3) the duty to provide, to any requesting telecommunications carrier, nondiscriminatory access to network elements on an unbundled basis at any technically feasible point on rates, terms and conditions that are just, reasonable and nondiscriminatory and in such a manner that allows requesting carriers to combine such elements in order to provide such telecommunications service;
- (4) the duty to offer for resale at wholesale rates any telecommunications service that the carrier provides at retail to subscribers who are not telecommunications carriers and not to prohibit, and not to impose unreasonable or discriminatory conditions or limitations on the resale of such services;
- (5) the duty to provide reasonable public notice of changes in the information necessary for the transmission and routing of services using that local exchange carrier's facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks; and
- (6) the duty to provide, on rates, terms and conditions that are just, reasonable and nondiscriminatory, for physical collocation of equipment necessary for interconnection or access to unbundled network elements at the premises of the local exchange carrier, except that virtual collocation may be provided if the local exchange carrier demonstrates to the State commission that physical collocation is not practical for technical reasons or because of space limitations.

16. Section 252(d) of the Communications Act sets forth the applicable pricing standards for interconnection and network element charges as well as for transport and termination of traffic. Section 252(d)(1) of the Communications Act states, in pertinent part, that “determinations by a State commission of the just and reasonable rate for the interconnection of facilities and equipment . . . and the just and reasonable rate for network elements . . . shall be (i) based on the cost (determined by reference to a rate-of-return or other rate-based proceeding) of providing the interconnection or network element (whichever is applicable), and (ii) nondiscriminatory, and [(iii)] may include a reasonable profit.” 47 U S C § 252(d)(1). Section 252(d)(2) further states in pertinent part that “a State commission shall not consider the terms and conditions for reciprocal compensation [for transport and termination] to be just and

reasonable unless (i) such terms and conditions provide for the mutual and reciprocal recovery by each carrier of costs associated with the transport and termination on each carrier's network facilities of calls that originate on the network facilities of another carrier; and (ii) such terms and conditions determine such costs on the basis of a reasonable approximation of the additional costs of terminating such calls " 47 U.S.C. § 252(d)(2)

VI. ARBITRATION ISSUES AND POSITIONS OF THE PARTIES

17. The Parties have resolved many of the issues and negotiated contract language to govern the Parties' relationship as reflected in the issues matrix, which is attached hereto and incorporated herein by reference as *Exhibit 1*. The unresolved issues between KMC and Sprint, and Sprint's and KMC's respective positions as to each unresolved issue, are detailed below as well as in *Exhibit 1*. Due to the imminent close of the statutorily prescribed arbitration window, KMC is compelled to seek arbitration of a number of issues which remain under discussion between Sprint and KMC. KMC remains hopeful that some or all of these issues will be resolved prior to hearing, through continued negotiations. Also attached hereto and incorporated herein by reference as *Exhibit 2* is an initial draft interconnection agreement, as of December 2003. A revised draft agreement will be provided to the TRA in the coming weeks, as the results of recent negotiations are incorporated into the draft.

AGREEMENT PART B - GENERAL TERMS AND CONDITIONS

<p><i>Issue No. B.5 [Item No. 7]: Should each Party be required to include limitation of liability language in its end user contracts and tariffs?</i></p>
--

Legal Requirements: The Communications Act does not specifically address this issue.

KMC's Position: No. Such language is inappropriate and may not, in any event, effectively limit third-party rights.

Sprint's Position: Yes, each Party must be required to include language limiting liability.

AGREEMENT PART C – GENERAL PRINCIPLES

Issue No. C.2 [Item No. 11]: Should the provision of the interconnection agreement regarding security deposits apply to both parties?

Legal Requirements: The Communications Act requires ILECs to interconnect on “rates, terms and conditions that are just, reasonable and nondiscriminatory.” (47 USC § 251(c))

KMC's Position: Yes. To the extent Sprint insists on including a provision regarding security deposits in the interconnection agreement, the provision should be applied equally to both KMC and Sprint. Sprint's position is discriminatory and assumes that KMC is not entitled to any assurance of future payment from Sprint.

Sprint's Position: No. Sprint does not believe that it is appropriate to make the deposit provisions reciprocal.

Issue No. C.5 [Item No. 14]: Should bill-and-keep apply to VoIP calls, to the extent they can be identified, until the proper regulatory

classification of VoIP is resolved by the appropriate federal or state regulatory or judicial body?

Legal Requirements: The law on this issue remains unsettled. On March 10, 2004, the FCC issued a Notice of Proposed Rulemaking regarding services and applications that make use of Internet Protocol. (FCC 04-28, WC Docket No. 04-36) The FCC seeks comment on IP-enabled services that are currently available, such as voice over IP, and services that are expected to become available in the future. The FCC invited comment on how it should distinguish among the services and whether any regulatory treatment would be appropriate for any class of service. Comments in response to the NPRM have yet to be filed.

While the FCC recently issued two declaratory rulings, it took care to note that its decisions apply only to the specific type of traffic involved and specifically described, in detail, the characteristics of such traffic. (FCC 04-27, WC Docket No. 03-45 and FCC 04-97, WC Docket No. 02-361). The FCC specifically noted, in the latter of the two rulings, that it “in no way intend[s] to preclude the Commission from adopting a different approach when it resolves the *IP-enabled Services* rulemaking or the *Intercarrier Compensation* rulemaking proceeding.” (FCC 04-97 at ¶ 2) At least one federal District Court has already concluded that a state Commission could not rely on state law to regulate VoIP services in any manner because federal regulation completely pre-empted the field. *Vonage Holdings Corp. v. Minnesota Public Utilities Commission*, Civil File No. 03-5287, Memorandum and Order of October 16, 2003 (D. Minn.)

KMC's Position: Yes, bill-and-keep should apply to VoIP calls, to the extent they can be identified, until the proper regulatory classification of VoIP is determined. Since the FCC has not made a definitive ruling on the regulatory classification of VoIP traffic, the

interconnection agreement should not contain any provision that prejudices that classification. However, to the extent that any VoIP calls are exchanged and can be identified as such, they should be exchanged on a bill-and-keep basis

Sprint's Position: No. VoIP traffic is similar to traditional voice telephony and should be treated that way in the interconnection agreement

AGREEMENT PART E – NETWORK ELEMENTS

Issue No. E. 22 [Item No. 18]: Should Sprint be permitted to begin billing KMC for a loop before confirmation that the loop is working?

Legal Requirements: Sprint has an obligation to provide, to any requesting telecommunications carrier, nondiscriminatory access to network elements on an unbundled basis at any technically feasible point on rates, terms and conditions that are just, reasonable and nondiscriminatory and in such a manner that allows requesting carriers to combine such elements in order to provide such telecommunications service. *See* 47 U.S.C. § 251(c)(3).

KMC's Position: No. Prior to the commencement of billing, Sprint should be required to perform pre-service tests, as required, to ensure that the services have been properly installed and are being delivered to the appropriate points. Actual billing for a loop and any related trouble tickets and reports should not begin until the loop has been accepted by KMC, or on the due date for acceptance testing if KMC declines the opportunity to test on the scheduled testing date.

Sprint's Position: Yes To the extent KMC requires additional testing beyond the basic testing already provided by Sprint, KMC must request such testing through the BFR process or in the CLEC Forum.

Issue No. E. 25 [Item No. 19]: Should Sprint conduct cooperative trouble testing when KMC isolates a problem to Sprint's network?

Legal Requirements: Sprint has an obligation to provide, to any requesting telecommunications carrier, nondiscriminatory access to network elements on an unbundled basis at any technically feasible point on rates, terms and conditions that are just, reasonable and nondiscriminatory and in such a manner that allows requesting carriers to combine such elements in order to provide such telecommunications service. See 47 U.S.C. § 251(c)(3).

Under the Communications Act, each telecommunications carrier has the “duty . . . [t]o not install network features, functions or capabilities that do not comply with the guidelines or standards as provided in the Commission’s rules or section 255 or 256 of the Act ” (47 C.F.R. § 51.100(a)(2)).

KMC's Position: Yes. Once KMC determines that a reported problem does not lie within its network, it is incumbent upon Sprint to test its network to identify and correct the problem.

Sprint's Position: Sprint has not proposed language, and maintains that it is addressed elsewhere.

Issue No. E. 71 [Item No. 26]: Should Sprint

provide KMC access to Sprint's digital cross-connect systems ("DCS") to facilitate CLEC to CLEC interconnection? What system functionalities should Sprint provide to its DCS?

Legal Requirements: Sprint has a duty to interconnect directly or indirectly with other carriers, a duty to provide collocation on terms and conditions that are just, reasonable and nondiscriminatory, and an obligation to provide nondiscriminatory access to network elements on an unbundled basis at any technically feasible point on rates, terms and conditions that are just, reasonable and nondiscriminatory and in such a manner that allows requesting carriers to combine such elements in order to provide such telecommunications service. *See* 47 U.S.C. §§ 251(a), (c)(2), (c)(3) and (c)(6)

KMC's Position: Yes. Sprint should provide KMC access to various types of digital cross-connect systems to facilitate CLEC to CLEC interconnection. In addition, DCS provisioned by Sprint should include various functionalities.

Sprint's Position: Sprint has not proposed language.

Issue No. E. 77 [Item No. 29]: May Sprint prohibit KMC from commingling UNEs with wholesale services purchased from a third party? Should the parties' interconnection agreement state that Sprint will provide UNEs pursuant to applicable law?

Legal Requirements: The Communications Act requires an ILEC to provide unbundled network elements in a manner that allows requesting carriers to combine such UNEs to provide telecommunications services (47 U.S.C. § 251(c)(3)). Under FCC rules, an ILEC may not impose “limitations, restrictions or requirements on requests for, or the use of, unbundled network elements, for the service a requesting telecommunications carriers seeks to offer.” (47 C.F.R. § 51.309(a)). Moreover, Section 251 requires ILECs to provide unbundled access to network elements in accordance with the requirement of the parties’ interconnection agreement and sections 251 and 252 of the Communications Act (47 U.S.C. § 251(c)(3))

KMC’s Position: Sprint may not prohibit KMC from commingling UNEs obtained from Sprint with elements purchased from a third party. Moreover, the parties’ agreement should explicitly state that Sprint will provide UNEs in accordance with applicable law.

Sprint’s Position: KMC may commingle a UNE or UNE combination with wholesale services purchased from Sprint only. Sprint will provide access to voice UNE-P and EELs as provided in the interconnection agreement; any request to provide UNEs that are not specifically provided for in the agreement must be made pursuant to the BFR process

Issue No. E. 80 [Item No. 32]: Should Sprint be permitted to audit KMC's UNE-P customer base?

Legal Requirements: FCC rules only permit an ILEC to conduct audits to determine a competitive carrier's compliance with the qualifying service eligibility for EELs (*Triennial Review Order* at ¶ 626)

KMC's Position: Sprint should not be permitted to audit KMC's UNE-P customer base.

Sprint's Position: Yes Sprint seeks to audit KMC's customer base, utilizing the Agreement's general audit provisions.

Issue No. E.92 [Item No. 39]: What eligibility criteria apply to EEL access?

Legal Requirements: FCC rules and the *Triennial Review Order* require incumbent LECs to make UNE combinations, including loop-transport combinations, available in all areas where the underlying UNEs are available and in all instances where the requesting carrier meets eligibility requirements

KMC's Position: For each 24 DS1 EELs or other facilities having equivalent capacity, KMC must maintain at least one active DS1 local service interconnection trunk, and KMC is required to transmit the calling party's number in connection with calls exchanged over each trunk. An interconnection trunk meets the requirements of this paragraph if the requesting telecommunications carrier will transmit the calling party's number in connection with calls exchanged over the trunk.

Sprint's Position: For each 24 DS1 EELs or other facilities having equivalent capacity, KMC must maintain at least one active DS1 local service interconnection trunk and KMC is required to transmit the calling party's number in connection with calls exchanged over each trunk. Where KMC does not establish an interconnection arrangement with Sprint for the meaningful exchange of Local Traffic that flows in both directions, such interconnection arrangement shall not satisfy this criteria.

Issue No. E. 94 [Item No. 41]: Should Sprint be required to comply with FCC rules requiring line-splitting?

Legal Requirements: FCC rules provide that an incumbent LEC must provide a requesting telecommunications carrier that obtains an unbundled copper loop from the incumbent LEC with the ability to engage in line splitting arrangements with another competitive LEC using a splitter collocated at the central office where the loop terminates into a distribution frame or its equivalent. 47 C.F.R. § 51.319(a)(11). This obligation applies whether the carrier providing voice service provides its own switching or obtains local circuit switching as a UNE. 47 C.F.R. § 51.319(a)(11)(A) The incumbent LEC is required to make all necessary network modifications, including providing nondiscriminatory access to OSS necessary for pre-ordering, ordering, provisioning, maintenance and repair, and billing for loops used in line splitting arrangements. 47 C.F.R. § 51.319(a)(11)(B). Under 47 U.S.C. § 252(d)(1), charges must be nondiscriminatory, just and reasonable.

KMC's Position: Yes Whenever KMC purchases the unbundled loop either as part of UNE-P or otherwise, KMC shall control the entire loop spectrum. Because KMC or a

third party purchases the entire unbundled loop or combination, there are no other monthly recurring charges associated with line splitting arrangement

Sprint's Position: Sprint's proposed language provides only that a CLEC shall control the entire loop spectrum, and does not state that there are no other monthly recurring charges associated with line splitting arrangement.

<i>Issue No. E.95 [Item No. 42]: What rates, terms and conditions should apply to line-splitting provided by Sprint?</i>
--

Legal Requirements: FCC rules require an incumbent LEC to provide a requesting telecommunications carrier that obtains an unbundled copper loop from the incumbent LEC with the ability to engage in line splitting arrangements with another competitive LEC using a splitter collocated at the central office where the loop terminates into a distribution frame or its equivalent. 47 C.F.R. § 51.319(a)(11). This obligation applies whether the carrier providing voice service provides its own switching or obtains local circuit switching as a UNE. 47 C.F.R. § 51.319(a)(11)(A) The incumbent LEC is required to make all necessary network modifications, including providing nondiscriminatory access to OSS necessary for pre-ordering, ordering, provisioning, maintenance and repair, and billing for loops used in line splitting arrangements. 47 C.F.R. § 51.319(a)(11)(B). Under 47 U.S.C. § 252(d)(1), charges must be nondiscriminatory, just and reasonable.

KMC's Position: Proposed language provides that within ninety (90) days of the effective date of the interconnection agreement, Sprint shall institute procedures to allow KMC or another carrier to order HFS data capabilities on a UNE loop.

Sprint's Position: Sprint proposes to institute procedures to allow KMC or another carrier to order HFS data capabilities on a UNE loop, with no time limitation.

<i>Issue No. E.97 [Item No. 44]: Should Sprint perform routine network modifications in accordance with FCC rules?</i>
--

Legal Requirements: FCC rules require an incumbent LEC to make, in a nondiscriminatory fashion, all routine network modifications to unbundled facilities used by requesting telecommunications carriers where the requested facility has already been constructed. Incumbent LECs must make the same routine modifications that they make for their own customers. Routine network modifications include, but are not limited to, rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; and attaching electronic and other equipment that the incumbent LEC ordinarily attaches to a DS1 loop to activate such loop for its own customer. It may also include activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. Routine network modifications do not include installation of new aerial or buried cable. 47 C.F.R. § 51.319(8).

KMC's Position: Yes, Sprint must perform routine network modifications. Sprint must provide notification to KMC when an order is "Pending" or "No Facilities" when KMC's order requires the construction of a new local loop from scratch by trenching or pulling cable. Sprint shall provide such notification within two (2) business days of order receipt and shall specify whether the orders are rejected due to "Pending" facilities, "No" facilities, or additional construction required. Sprint shall include verification that all equipment and facility

options have been reviewed for availability to provision the requested service, including without limitation, spare or retired copper facilities, next generation equipment and availability of spare timeslots on channel banks. Further, Sprint shall make available, where technically feasible, alternative service options to provide services by the requested due date, including but not limited to Resale services at UNE rates or spare channels on a digital DS1. Such alternatives shall be subject to joint KMC-Sprint technical discussion and review. Following such review, KMC will make the final decision to proceed with a service provisioning alternative.

Sprint's Position: No. Sprint does not agree to KMC's proposed language

Issue No. E.98 [Item No. 45]: Should Sprint be permitted to impose loop charges which are not approved by the TRA?

Legal Requirements: A LEC may not recover more than its total forward-looking economic cost of providing a network element. § 47 C.F.R. 51.507(e). FCC rules require that loop and subloop costs be recovered through flat-rated charges. 47 C.F.R. § 51.509(a).

KMC's Position: No, Sprint may not impose loop charges that are not approved by the TRA. Sprint recovers the cost of routine network modifications to unbundled loop facilities in its monthly recurring rates for the unbundled loop. While the FCC clarified what is encompassed by "routine network modifications," it did not create new obligations of the nature that would permit Sprint to assess new charges.

Sprint's Position: Yes. Sprint may unilaterally impose routine network modification charges for unbundled loops, to the extent it believes that certain costs are not recovered in the unbundled loop rates.

Issue No. E.99 [Item No. 46]: Should Sprint be permitted to impose dedicated transport charges which are not approved by the TRA?

Legal Requirements: State Commissions must establish rates for the transport and termination of traffic consistent with the manner in which carriers incur those costs; the rate of a carrier providing transmission facilities between two carriers' networks shall recover only the costs of the transport the connecting carrier uses to send traffic to the providing carrier for termination 47 C.F.R. § 51.709. A LEC may not recover more than the total forward-looking economic cost of providing a network element. 47 U.S.C. §251; 47 C.F.R. 51.507(e)

KMC's Position: No, Sprint may not impose charges that are not approved by the TRA. Sprint recovers the cost of routine network modifications to unbundled dedicated transport facilities in its monthly recurring rates for the unbundled transport. While the FCC clarified what is encompassed by "routine network modifications," it did not create new obligations of the nature that would permit Sprint to assess new charges.

Sprint's Position: Yes. Sprint may unilaterally impose routine network modification charges for unbundled transport, to the extent it believes that certain costs are not recovered in the unbundled transport rates

AGREEMENT PART F - INTERCONNECTION

Issue No. F. 9 [Item No. 61]: Should Sprint be allowed to designate and establish its own Point of Interconnection (POI) for the delivery of Sprint-originated traffic?

Legal Requirements: Sprint has a duty to provide competitors with the facilities and equipment necessary to access Sprint's network "at any technically feasible point within the carrier's network." 47 U.S.C. § 251(c)(2); *see also* § 251(c)(1). The FCC has interpreted this requirement to permit the CLECs, not the ILECs, to designate the POIs on the ILECs' networks.

KMC's Position: No. KMC has sole discretion under the Communications Act and the FCC's rules to designate the point of interconnection ("POI") between KMC and an ILEC, including Sprint, and KMC is required to establish only one POI per LATA.

Sprint's Position: Yes. Sprint is not proposing that it be allowed to designate its own POI on KMC's network and recognizes that FCC rules allow the CLEC to select the POI on the ILEC's network. Sprint proposes, however, that it be allowed, at its option, to deliver its originating traffic to multiple locations on KMC's network.

Issue No. F.11 [Item No. 63]: Should KMC be required to pay Sprint to transport Sprint-originated traffic to the KMC POI?

Legal Requirements: A LEC may not assess charges on any other telecommunications carrier for local telecommunications traffic that originates on the LEC's

network. 47 C.F.R. § 51.703(b) The U.S. Courts of Appeal for the Fourth and Fifth Circuits recently confirmed this prohibition See *MCIMetro v. BellSouth*, 352 F.3d 872 (2003) and *Southwestern Bell Telephone Co v. Public Utilities Comm’n of Texas, et al.*, No. 03-50107, (Oct. 21, 2003). State commissions must establish rates for the transport and termination of traffic consistent with the manner in which carriers incur those costs; the rate of a carrier providing transmission facilities between two carriers’ networks shall recover only the costs of the transport the connecting carrier uses to send traffic to the providing carrier for termination (47 C.F.R. § 51.709). “[A]ll LECs are obligated to bear the cost of delivering traffic originating on their networks to interconnecting LECs’ networks for termination[.]” *Virginia Arbitration Order*, at para 67 (citing 47 C.F.R. 51.703(b) and 51.709(b), and *Local Competition First Report and Order*, 11 FCC Rcd at 16027-28, para. 1062), See generally 47 U.S.C. § 251(c).

KMC’s Position: No, Sprint may not shift its costs to KMC. Sprint should pay the cost of transporting Sprint-originated calls to the KMC-designated POI, and KMC should pay all transport costs on its side of the POI. Moreover, Sprint may not force KMC to pay for the transport of ISP-bound traffic, originated by Sprint customers, to the designated POI, since Sprint is not entitled to shift to KMC the cost of calls originating on Sprint’s network. It is the originating carrier’s responsibility (in this case, Sprint’s) to deliver, without charge, its originating calls to the CLEC-designated POI pursuant to 47 C.F.R. § 51.703(b). Since the FCC’s rules prohibit the ILECs from assessing charges on CLECs for telecommunications traffic that the ILECs originate on their network, requiring KMC to provide the transport (or reimburse Sprint for the costs of such transport) between the originating local calling area and the designated distant POI would directly contravene governing law.

Sprint’s Position: Yes. FCC Rules 51.703(b) does not apply to ISP-bound traffic. Sprint agrees that it must financially bear the cost to the POI within the local calling area,

but it does not agree that it is obligated to absorb the cost of the transport of ISP-bound calls to a POI outside the local calling area. Rather, Sprint believes that it is entitled to charge KMC for such transport outside the local calling area.

AGREEMENT PART I – GENERAL BUSINESS PROCESS REQUIREMENTS

Issue No. I. 34 [Item No. 124]: What should be the appropriate process for billing disputes?

KMC's Position: KMC's proposed process is, based on KMC's experience with Sprint and other ILECs, the most appropriate manner in which to handle billing disputes.

Sprint's Position: Sprint asserts that its standard terms should be adopted.

AGREEMENT PART J – REPORTING STANDARDS

Issue No. J. 1. [Item No. 162]: By what measures and standards should Sprint's performance be measured?

Legal Requirements: Sprint has, *inter alia*, a duty to provide interconnection with other carriers that is at least equal in quality to that provided to itself or other carriers, on terms and conditions that are just, reasonable and nondiscriminatory, an obligation to provide nondiscriminatory access to network elements on an unbundled basis at any technically feasible point on terms and conditions that are just, reasonable and nondiscriminatory and in such a manner that allows requesting carriers to combine such elements in order to provide such telecommunications service, and collocation on terms and conditions that are just, reasonable and nondiscriminatory. *See* 47 U S C. §§ 251(a), (c)(2), (c)(3) and (c)(6)

KMC's Position: Sprint's performance should be measured utilizing the same measures and standards as BellSouth's, since these performance measures and standards have been fully developed by the TRA with the participation of many carriers.

Sprint's Position: The Nevada performance metrics should apply to Sprint's performance in Tennessee.

Issue No. J. 2. [Item No. 163]: What remedies should be put into place to ensure that Sprint's performance meets appropriate standards?

Legal Requirements: Sprint, as an ILEC, has an obligation to provide interconnection, access to UNEs, collocation and resale in accordance with the Act and State law. Sprint has, *inter alia*, a duty to provide interconnection with other carriers that is at least equal in quality to that provided to itself or other carriers, on terms and conditions that are just, reasonable and nondiscriminatory, an obligation to provide nondiscriminatory access to network elements on an unbundled basis at any technically feasible point on terms and conditions that are just, reasonable and nondiscriminatory and in such a manner that allows requesting carriers to combine such elements in order to provide such telecommunications service, and collocation on terms and conditions that are just, reasonable and nondiscriminatory. *See* 47 U.S.C. §§ 251(a), (c)(2), (c)(3) and (c)(6). The TRA has the authority to enforce those obligations, and may choose to do so in the most efficient manner. The TRA has already approved self-executing remedies for service quality violations by BellSouth.

KMC's Position: Sprint's performance should be subject to remedies analogous to those that apply to BellSouth in order to efficiently ensure that Sprint complies with its obligations under law and the Agreement. The remedy plan adopted by the TRA to ensure adequate performance by BellSouth should be applied, on a pro-rata basis, to Sprint, since both ILECs are similarly situated in the wholesale/retail marketplace.

Sprint's Position: The remedies applicable to BellSouth are not appropriate for Sprint.

AGREEMENT PART K – COLLOCATION

<p><i>Issue No. K. 8. [Item No. 171]:</i> Is KMC allowed under prevailing law to share cageless collocation space?</p>
--

Legal Requirements: *The Advanced Services Order (Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket No. 98-147, 14 FCC Rcd 4761 (March 31, 1999), section 2651(c)(6) of the Communications Act, and 47 C.F.R. § 51.323 of the FCC's rules require incumbent LECs to provide caged and cageless collocation to CLECs.

KMC's Position: Yes. One of the principles underlying the FCC's collocation rules and decisions is that the ILEC should not be permitted or encouraged to foist unnecessary collocation costs upon the CLECs. Restricting KMC's ability to sublease an unused portion of its cageless collocation space would be contrary to the FCC's collocation principles. In addition, there are no technical impediments to sharing a cageless collocation space.

Sprint's Position: No. The FCC's rules specify that an ILEC must offer shared collocation cages to CLECs. The rules do not require shared cageless collocation.

<p><i>Issue No. K. 18 [Item No. 181]: When will cross-connect charges apply?</i></p>

Legal Requirements: 47 U.S.C. §251(c)(6); 47 C.F.R. § 51.323.

KMC's Position: Cross-connect charges should apply only when Sprint, upon receipt of an order from KMC for UNEs, services, or interconnection, connects such UNEs, services, or interconnection from Sprint's termination to the demarcation point. As a related matter, Sprint should be required to grandfather existing points of demarcation established at a Sprint-provided POT bay.

Sprint's Position: The charges for the cable between Sprint's equipment and KMC's collocation should apply when Sprint incurs the expense, *i.e.*, at the time of installation.

Issue No. K. 32 [Item No. 195]: Should billing for terminations begin only when services are ordered to those terminations via ASR or LSR?

Legal Requirements: 47 U.S.C. § 251(c)(6)

KMC's Position: Yes. Billing should commence when UNE circuits or services are provisioned to specific terminations via an Access Service Request ("ASR") or a Local Service Request ("LSR"). A contrary approach would allow Sprint to double-recover its costs.

Sprint's Position: No. Billing should begin when the cable is provisioned—this is consistent with how cost is incurred

Issue No. K. 40 [Item No. 203]: Should KMC be allowed to provision cross-connects within its collocation space without application or additional charges by Sprint?

Legal Requirements: 47 U.S.C. § 251(c)(6); 47 C.F.R. § 51.323.

KMC's Position: Yes, KMC is entitled to provision its own cross-connects within its own collocation space without being required to submit a collocation application or being subject to additional Sprint charges

Sprint's Position: Self-provisioning of cross-connects should be subject to Sprint's sole discretion.

Issue No. K. 41 [Item No. 204]: Should Sprint be permitted to limit KMC's right to cross-connect with other collocated carriers?

Legal Requirements: 47 U.S.C § 251(c)(6), 47 CFR § 51.323(h).

KMC's Position: No. KMC may cross-connect to the full extent permitted by law. Specifically, Sprint should not condition Sprint's obligation to provide co-carrier cross-connects on the requirement that the collocation equipment to be interconnected be used for interconnection with Sprint and/or for access to Sprint's UNEs.

Sprint's Position: Yes. Sprint is only required to allow KMC to cross-connect with other carriers to the extent permitted by law. The law allows cross-connects with other carriers only under certain circumstances.

Issue No. K. 42 [Item No. 205]: Should Sprint have sole discretion over whether KMC may use its own technicians to deploy Direct Connects?

Legal Requirements: 47 U.S.C. § 251(c)(6).

KMC's Position: No. KMC should be permitted to use its own technicians to provision direct connects ("DCs") in instances where KMC's virtual and/or physical collocation spaces are contiguously located in Sprint's central office.

Sprint's Position: Yes. Consistent with FCC rules and orders, KMC may install cross-connects within its shared collocation cage or between adjacent collocation arrangements.

(subject to Sprint provision of a cable tray) Sprint is not required to allow carriers to deploy cross-connects in the common area of Sprint's central office

Issue No. K. 44 [Item No. 207]: Should KMC be allowed to use its own technicians to install CCXCs?

Legal Requirements: 47 U.S.C. § 251(c)(6).

KMC's Position: Yes. KMC should be allowed to use its own technicians and deploy its own co-carrier cross-connects ("CCXCs") to interconnect with other collocation telecommunications carriers.

Sprint's Position: No Consistent with FCC rules and orders, KMC may install CCXCs within its shared collocation cage or between adjacent collocation arrangements (subject to Sprint provision of a cable tray). Sprint is not required to allow carriers to deploy cross-connects in the common area of Sprint's central office.

Issue No. K. 48 [Item No. 211]: May KMC utilize spare capacity on an existing interconnector's entrance facility for the purpose of providing an entrance facility to its collocation arrangement?

Legal Requirements: 47 U.S.C. § 251(c)(6); *see also Triennial Review Order.*

KMC's Position: Yes KMC should be allowed to utilize spare capacity on an existing interconnector's entrance facility. The FCC's expectation articulated in the *Triennial Review Order* that CLECs should be able to rely upon third-party facilities also justifies KMC's position.

Sprint's Position: No. KMC's ability to interconnect with third parties in Sprint's central office is subject to certain limitations. Sprint agrees, however, that KMC may use third party facilities for interconnection with Sprint.

VII. PROCEDURAL MATTERS

18. Section 252(b)(4)(c) of the Communications Act requires that, unless waived by the parties, the TRA should render a decision in this proceeding not later than nine (9) months after the date on which interconnection negotiations formally commenced which, in this case, is deemed to be November 13, 2003. In order to allow the most expeditious conduct of this arbitration, KMC respectfully requests that the TRA or a designated ALJ issue a procedural order establishing a schedule for discovery, prefiled testimony, prehearing conferences, and the timing and conduct of the hearing in this matter.

VIII. CONCLUSION

19. Sprint and KMC have, in good faith, attempted to arrive at a mutually acceptable interconnection agreement. While much progress has been made, many issues remain unresolved. Accordingly, KMC calls upon the TRA to arbitrate the remaining unresolved issues.

WHEREFORE, KMC respectfully requests that the TRA resolve the outstanding issues between the parties as set forth in this Petition, resolve each such issue in favor of KMC, and grant such other relief as the TRA may deem just and proper.

Respectfully submitted,

KMC Telecom III LLC
KMC Telecom V, Inc.
KMC Data LLC

By: 

Henry Walker, Esq.
BOULT, CUMMINGS, CONNERS & BERRY, PLC
414 Union Street
Suite 1600
P O Box 198062
Nashville, Tennessee 37219
615-252-2363 (telephone)
615-252-6363 (facsimile)
HWalker@boultcummings.com

Edward A. Yorkgitis, Jr.
A. Enrico C. Soriano
Andrew M. Klein
Andrea Pruitt Edmonds
KELLEY DRYE & WARREN LLP
1200 19th Street, N.W., Fifth Floor
Washington, D.C. 20036
(202) 955-9600 (voice)
(202) 955-9792 (facsimile)
EYorkgitis@Kelleydrye.com
ESoriano@kelleydrye.com
AKlein@Kelleydrye.com
AEdmonds@Kelleydrye.com

Marva Brown Johnson
KMC Telecom Holdings, Inc.
1755 North Brown Road
Lawrenceville, GA 30043
(678) 985-6220 (voice)
(678) 985-6213 (facsimile)
marva.johnson@kmctelecom.com

Dated: May 6, 2004

CERTIFICATE OF SERVICE

I, Henry Walker, do hereby certify that I have, on this 6 day of May, 2004, caused to be served upon the following individuals, by first class U.S. mail, postage prepaid, a copy of the foregoing

Janette Luehring, Esq.
Sprint, Legal and External Affairs
KSOPHN0212-2A511
6450 Sprint Parkway
Overland Park, KS 66251




EXHIBIT 1
ISSUES MATRIX

KMC/Sprint Arbitration Issues Matrix

Agreement: Part A – Intro and Definitions
 State: All States
 Last Update: 05/05/2004

Item No.	Issue	Status	Applicable Law	KMC Proposed	Sprint Proposed
2	<p>A 2 Section 1 110 Definition of Virtual POI</p> <p>See related issue Part F – 1 2 5 CLEC must compensate Sprint for the transport of ISP bound traffic when transport of such traffic is required outside Sprint's Local Calling Area where the call originates to deliver the traffic to the POI Such transport will be at TELRIC based transport rates</p> <p>Agree to remove definition of vPOI from the ICA (1 111), but Sprint proposed alternative language in Section F</p>	<p>Partially Closed / Partially Open</p> <p>Closed with respect to Local Traffic</p> <p>Open to Sprint with respect to ISP bound traffic</p>	47 U S C 251(c)	KMC proposes that this definition be stricken	<p>1 111 "Virtual Point of Interconnection" ("Virtual POI") is the point established in a Sprint local calling area (different from the Sprint local calling area where the Physical POI is located) that delineates where CLEC's transport obligations begin</p>

KMC/Sprint Arbitration Issues Matrix

Agreement: Part B
State: North Carolina
Last Update: 12/18/03

Item No.	Issue	Status	Applicable Law	KMC Proposed	Sprint Proposed
7	<p>B 5 Section 9 7 and 9 8</p> <p><i>Should each Party be required to include limitation of liability language in its end user contracts and tariffs?</i></p> <p>KMC deleted section on liability on acts or omissions of third party carriers Sprint agreed to KMC's proposed language for 9 7</p> <p>KMC is unable to agree to Sprint proposed language for 9 8 as KMC does not believe that such language will necessarily limit the rights of Third Parties</p> <p>Under consideration with Sprint</p>	<p>Closed with regard to 9 7</p> <p>Open with regard to 9 8</p>	None	<p>9 7 Subject to Section 9 1, when the lines or services of other companies and CLECs are used in establishing connections to and/or from points not reached by a Party's lines, neither Party shall be liable for any act or omission of the other companies or carriers</p> <p>9 8 Intentionally left blank</p>	<p>9 7 When the lines or services of other companies and CLECs are used in establishing connections to and/or from points not reached by a Party's lines, neither Party shall be liable for any act or omission of the other companies or carriers</p> <p>9 8 In addition to its indemnity obligations hereunder, each Party shall, to the extent allowed by law or Commission Order, provide, in its tariffs and contracts with its subscribers that relate to any Telecommunications Services provided or contemplated under this Agreement, that in no case shall such Party or any of its agents, contractors or others retained by such Party be liable to any subscriber or third party for</p> <p>9 8 1 any loss relating to or arising out of this Agreement, whether in contract or tort, that exceeds the amount such Party would have charged the applicable subscriber for the service(s) or function(s) that gave rise to such loss, and</p> <p>9 8 2 Consequential Damages (as defined in Section 8 above)</p>

KMC/Sprint Arbitration Issues Matrix

Agreement: **Part C**
 State: **North Carolina**
 Last Update: **12/17/03**

Item No.	Issue	Status	Applicable Law	KMC Proposed	Sprint Proposed
11	C 2 Section 6 <i>Should the provision of the interconnection agreement regarding security deposits apply to both parties?</i> KMC requested that, to the extent that Sprint insists on security deposit language, such language should be reciprocal	Open	The Communications Act requires ILECs to interconnect on "rates, terms and conditions that are just, reasonable and nondiscriminatory" (47 USC § 251(c))	<p>Yes, any security deposit provisions should be reciprocal KMC proposes the following language</p> <p>6. SECURITY DEPOSIT</p> <p>6.1 Each Party reserves the right to secure the account with a suitable form of security deposit, unless good credit history has already been established by the other Party A Party providing services may request one (1) security deposit which shall be calculated as set forth below in §§ 7 2 through 7 10, inclusive</p> <p>6 1 1 For the purposes of this §7, where the Party requesting services has existing local service operations with the Party providing services prior to the Effective Date of this Agreement, the term "good credit history" shall mean that the Party requesting services has received no more than two (2) valid past due notices for undisputed amounts owed to the Party providing services in a state within the past twelve (12) consecutive month period</p> <p>6 1 2 For the purposes of this §7, if the Party requesting services has no local service operations with the Party providing services in any territory prior to the Effective Date of this Agreement or has less than twelve (12) consecutive months service, the Party providing services shall consider the Party requesting services payment history to date, credit rating, publicly available financial data, and/or any other material supplied by the Party requesting services in determining whether "good credit history" has been established</p> <p>1 1 3 For purposes of this §7, a past due notice or delinquency notice shall be considered "valid" if</p>	<p>No, it is unnecessary to make the deposit provisions reciprocal Sprint proposes the following language</p> <p>6. SECURITY DEPOSIT</p> <p>6 1 Sprint reserves the right to secure the account with a suitable form of security deposit, unless satisfactory credit has already been established through twelve (12) consecutive months of current payments for carrier services to Sprint and all ILEC affiliates of Sprint A payment is not considered current in any month if it is made more than 30 days after the bill date</p> <p>6 2 Such security deposit shall take the form of cash or cash equivalent, an irrevocable letter of credit or other forms of security acceptable to Sprint</p> <p>6 3. If a security deposit is required on a new account, such security deposit shall be made prior to inauguration of service If the deposit relates to an existing account, the security deposit will be made prior to acceptance by Sprint of additional orders for service</p> <p>6 4 Such security deposit shall be two (2) months' estimated billings as calculated by Sprint, or twice the most recent month's invoices from Sprint for existing accounts All security deposits will be subject to a minimum deposit level of \$10,000</p> <p>6 5 The fact that a security deposit has been made in no way relieves CLEC from complying with Sprint's regulations as to advance</p>

KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Status	Applicable Law	KMC Proposed	Sprint Proposed
				<p>(i) the Party providing services has in fact not received the amounts for which the notice is issued, (ii) the Party providing services has properly issued that notice in accordance with the notification procedures of this Agreement, and (iii) the amounts for which the notice is issued have not been disputed by the Party receiving services</p> <p>6 2 Such security deposit shall take the form of cash or cash equivalent, a revocable letter of credit, surety bond or other forms of security acceptable to the Party receiving services</p> <p>6 3 If KMC has not established good credit history with the Party providing services and all affiliates of the Party providing services where the Party requesting services is doing or has done business as a local service provider, the Party requesting services shall remit an initial deposit to the Party providing services prior to inauguration of service If the deposit relates to an existing account, the security deposit will be made prior to acceptance by the Party providing services of additional orders for service</p> <p>6 4 Such security deposit shall be the lesser of (i) one (1) months' estimated billings as forecasted by KMC, or (ii) one (1) month's average bill, determined based on the monthly average of the previous twelve (12) months of undisputed charges billed from Sprint for existing accounts</p> <p>The security deposit will be subject to a minimum deposit level of \$_____</p>	<p>payments and the prompt payment of bills on presentation, nor does it constitute a waiver or modification of the regular practices of Sprint providing for the discontinuance of service for non-payment of any sums due Sprint</p> <p>6 6 Sprint reserves the right to increase, and CLEC agrees to increase, the security deposit requirements when, in Sprint's reasonable judgment, changes in CLEC's financial status so warrant and/or gross monthly billing has increased beyond the level initially used to determine the security deposit</p> <p>6 7 Any security deposit shall be held by Sprint as a guarantee of payment of any charges for carrier services billed to CLEC, provided, however, Sprint may exercise its right to credit any cash deposit to CLEC's account, or to demand payment from the issuing bank or bonding company of any irrevocable bank letter of credit, upon the occurrence of any one of the following events</p> <p>6 7 1 when CLEC undisputed balances due to Sprint that are more than thirty (30) days past due, or</p> <p>6 7 2 when CLEC files for protection under the bankruptcy laws, or</p> <p>6 7 3 when an involuntary petition in bankruptcy is filed against CLEC and is not dismissed within sixty (60) days, or</p> <p>6 8 when this Agreement expires or terminates Any security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service</p>
14	C 5 Section 4 10	Open	The FCC has not yet addressed this issue, but it may be doing so	Yes, to the extent VoIP calls can be identified, they should be exchanged on a bill-and-keep basis The regulatory classification of VoIP has not been ad-	VoIP should be treated like traditional voice telephony, and should be assessed switched access charges to the extent it traverses local

KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Status	Applicable Law	KMC Proposed	Sprint Proposed
	Should bill-and-keep apply to VoIP calls, to the extent they can be identified, until the proper regulatory classification of VoIP is resolved by the appropriate federal or state regulatory or judicial body?		in the near future This Commission has previously declined to (a) require a definition of switched access traffic that specifically includes VoIP, and (b) address the appropriate treatment of VoIP. See, e.g., <i>In the Matter of Arbitration of Interconnection Agreement Between AT&T Communications of the Southern States, Inc. and TCG of the Carolinas, Inc. and BellSouth Telecommunications, Inc., Pursuant to the Telecommunications Act of 1996</i> , Docket No P-140, Sub 73, Docket No P-646, Sub 7, Order Ruling on Objections and Requiring the Filing of the Composite Agreement (rel June 19, 2001)	addressed by the FCC and this Commission has previously declined to address it because of regulatory uncertainty. Consequently, the status quo should remain until the issue is ultimately resolved. KMC proposes the following language 4 10 The Parties reserve the right to raise the appropriate treatment of Voice Over Internet Protocol (VOIP) traffic which crosses LATA boundaries constitute Switched Access Traffic under the Dispute Resolution provisions of this Agreement. The Parties further agree that this Agreement shall not be construed against either Party as a "meeting of the minds" that VOIP traffic is or is not local traffic subject to reciprocal compensation. Both Parties reserve the right to advocate their respective positions before state or federal commissions whether in bilateral complaint dockets, arbitrations under Sec 252 of the Act, commission established rule-making dockets, or in any legal challenges stemming from such proceedings. Notwithstanding the foregoing, and without waiving any rights with respect to either Party's position as to the jurisdictional nature of VOIP, the Parties agree amend this Agreement in accordance with the General Terms and Conditions of this Agreement to abide by any effective and applicable FCC rules and orders regarding the nature of such traffic and the compensation payable by the Parties for such traffic, if any, provided however, that any VOIP transmission which originates in one LATA and terminates in another LATA (i.e., the end-to-end points of the call), shall be subject to a "bill and keep" arrangement	calling areas. Sprint proposes the following language 4 10 Calls that are originated and terminated by telephone but are transmitted via the internet network (VoIP) shall be compensated in the same manner as voice traffic Alternative language Neither Party will knowingly send voice calls that are transmitted by a Party or for a Party at that Party's request, at any point, in whole or in part, via the public Internet or a private IP network over local interconnection trunks for termination as local traffic by the other Party until a mutually agreed Amendment is effective. The Parties further agree that this Agreement shall not be construed against either Party as a "meeting of the minds" that VOIP traffic is or is not local traffic subject to reciprocal compensation in lieu of intrastate or interstate access. By entering into this Agreement, both Parties reserve the right to advocate their respective positions before state or federal commissions whether in bilateral complaint dockets, arbitrations under Sec 252 of the Act, commission established rule-making dockets, or in any legal challenges stemming from such proceedings

KMC/Sprint Arbitration Issues Matrix

Agreement: Part D
State: North Carolina
Last Update: 12/17/2003

Item No.	Issue	Status	Applicable Law	KMC Proposed	Sprint Proposed
----------	-------	--------	----------------	--------------	-----------------

KMC/Sprint Arbitration Issues Matrix

Agreement: **Part E**
 State: **All 18 states**
 Last Update: **12/15/2003**

Item No.	Issue	Status	Applicable Law	KMC Proposed	Sprint Proposed
18	<p>E 22 Section 8 3 1</p> <p>Loop acceptance process</p> <p><i>Should Sprint be permitted to begin billing KMC for a loop before confirmation that the loop is working?</i></p> <p>Sprint already provides basic testing free of charge to KMC and makes cooperative testing available to KMC</p> <p>To the extent that KMC is requesting additional testing procedures, it will have to come via the BFR process or request it in the CLEC Forum</p> <p>KMC will not close This is still a business issue No billing starts, today we are being charged for trouble tickets and no trouble found reports before the circuit is even technician installed</p>	Open		<p>8.3.1 Loop Acceptance Process. This process shall be as follows:</p> <p>8 3 1 1 Sprint will perform the appropriate pre-service tests to ensure KMC service is delivered to the appropriate connecting point Testing will be scheduled to occur on the Plant Test Date (PTD) to test the Sprint portion of the requested service consistent with the following</p> <p>(A) The Sprint technician is responsible to install, option and adjust all necessary equipment at the customer location according to engineering specifications</p> <p>(B) Sprint will perform remote or on-site testing as required</p> <p>(C) If remote testing, the Sprint technician will contact the KMC Operations Center to test and accept loops that includes bridging the access customer on line for cooperative testing of the complete circuit Testing must obtain an 'end to end' test of Sprint provided equipment and facilitates</p> <p>(D) If remote testing is not available, the Sprint technician will contact a technician in the controlling office to bridge on the access customer to perform cooperative testing of the complete circuit, to a point as</p>	None

KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Status	Applicable Law	KMC Proposed	Sprint Proposed
	cally installed			<p>close as possible to the access customer equipment in order to obtain an 'end to end' test of Sprint provided equipment and facilities</p> <p>8 3 1 2 Acceptance Test on the Due Date Cooperative testing between Sprint and KMC on Due Date (DD), which normally will be performed remotely, unless the service is not equipped with appropriate device or the test fails to meet acceptance criteria, in which case on-site testing will be required Sprint will advise KMC at completion of the conversion or turn up of new services in order for KMC to accept or reject the services being provisioned The process shall allow that if KMC does not test and accept within six (6) business hours on the due date, Sprint shall leave the loop in place as accepted and initiate billing</p> <p>8 3 1 3 Once a loop is accepted and/or turned over to KMC, the loop is to remain in place and capable of passing traffic until disconnected by KMC Billing KMC for service shall begin upon KMC acceptance of the loop or, as provided in § 2 10 9 2, on the Due Date if KMC fails to be available on the scheduled date of acceptance testing to complete the acceptance test Notwithstanding the foregoing, if KMC tests the new service within twenty-four (24) hours</p>	

KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Status	Applicable Law	KMC Proposed	Sprint Proposed
19	E 25 Section 8 3 6 and 8 3 7 <i>Should Sprint conduct cooperative trouble testing when KMC isolates a problem to Sprint's network?</i> This is already addressed in Part I	Open		8 3 6 Trouble Isolation When a trouble is reported by a subscriber served through a UNE, KMC will test its network to identify any problems. If no problems are identified with the KMC network, KMC will open a trouble report with Sprint. Sprint shall then test its portion of the network and perform repairs as required in the time frames set forth below in this Agreement. 8 3 7 KMC will coordinate combined testing or repair activities until trouble is resolved. Sprint shall provide repair updates to KMC. KMC may Commingle an unbundled network element or combination of UNEs with wholesale services purchased from Sprint. Upon request, Sprint will perform the work necessary to Commingle such UNE or UNE combinations with wholesale services purchased from Sprint. Each component of the commingled facility, either UNE or wholesale service, will be billed at the UNE or wholesale service rate for that component, plus applicable non-recurring charges. When a cross connect is ordered in combination with a UNE	None
29	E 77 Section 21 2 2 UNE-P EEL <i>May Sprint prohibit KMC from commingling UNEs with wholesale services purchased from a third party? Should the parties' interconnection agree-</i>	Tentatively closed KMC accepts Sprint's modifications to KMC proposed to address		KMC may Commingle an unbundled network element or combination of UNEs with wholesale services purchased from Sprint. Upon request, Sprint will perform the work necessary to Commingle such UNE or UNE combinations with wholesale services purchased from Sprint. Each component of the commingled facility, either UNE or wholesale service, will be billed at the UNE or wholesale service rate for that component, plus applicable non-recurring charges. When a cross connect is ordered in combination with a UNE	CLEC may Commingle an unbundled network element or combination of UNEs with wholesale services purchased from Sprint. Upon request, Sprint will perform the work necessary to Commingle such UNE or UNE combinations with wholesale services purchased from Sprint. Each component of the commingled facility, either UNE or wholesale service, will be billed at the UNE or wholesale service rate for that component, plus applicable non-recurring charges. Sprint will not ratchet price

KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Status	Applicable Law	KMC Proposed	Sprint Proposed
	<i>ment state that Sprint will provide UNEs pursuant to applicable law?</i>	"third party" pseudo combinations in alternative language to be proposed by Sprint		loop, the cross connect shall be billed at the appropriate UNE rate for such service Sprint will not ratchet price individual components, that is, Sprint will not reflect a combination of UNE and wholesale rates for the same component Wholesale service rates will be per the appropriate tariff, including any applicable resale discounts pursuant to this Agreement Sprint will provide KMC access to UNE-P pursuant to Applicable Law KMC is not required to own or control any of its own local exchange facilities before it can purchase or use UNE-P or EEL to provide a telecommunications service under this Agreement Any request by KMC for Sprint to provide combined UNEs that are not otherwise specifically provided for under this Agreement will be made in accordance with the BFR process described in Section Error! Reference source not found. and made available to KMC upon implementation by Sprint of the necessary operational modifications	individual components, that is, Sprint will not reflect a combination of UNE and wholesale rates for the same component Wholesale service rates will be per the appropriate tariff, including any applicable resale discounts pursuant to this Agreement Sprint will provide CLEC access to VOICE UNE-P and EEL as provided in this Agreement CLEC is not required to own or control any of its own local exchange facilities before it can purchase or use VOICE UNE-P or EEL to provide a telecommunications service under this Agreement Any request by CLEC for Sprint to provide combined UNEs that are not otherwise specifically provided for under this Agreement will be made in accordance with the BFR process described in Section Error! Reference source not found. and made available to CLEC upon implementation by Sprint of the necessary operational modifications
32	E 80 Section 21 2 5 UNE-P EEL <i>Should Sprint be permitted to audit KMC's UNE-P customer base?</i> Restore Sprint language What provision of the	Tentatively closed Sprint to propose alternative language regarding an "examination" rather		None	Sprint shall not be required provide VOICE UNE-P for CLEC where Sprint is not required to provide unbundled Local Circuit Switching pursuant to Section 0 of this Part E Sprint may audit CLEC's UNE-P customer base to ensure CLEC's adherence to the Exemption

KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Status	Applicable Law	KMC Proposed	Sprint Proposed
	TRO provides for this audit?	than an audit			
39	E 92 Section 21 4 2 5 7 EEL Eligibility Criteria <i>What eligibility criteria apply to EEL access?</i> KMC's language is straight out of the TRO Rules Sprint's is not KMC will not agree to Sprint proposed	Open Sprint review-		For each 24 DS1 EELs or other facilities having equivalent capacity, KMC must maintain at least one active DS1 local service interconnection trunk and KMC is required to transmit the calling party's number in connection with calls exchanged over each trunk. An interconnection trunk meets the requirements of this paragraph if the requesting telecommunications carrier will transmit the calling party's number in connection with calls exchanged over the trunk, and	For each 24 DS1 EELs or other facilities having equivalent capacity, CLEC must maintain at least one active DS1 local service interconnection trunk and CLEC is required to transmit the calling party's number in connection with calls exchanged over each trunk. Where CLEC does not establish an interconnection arrangement with Sprint for the meaningful exchange of Local Traffic that flows in both directions, such interconnection arrangement shall not satisfy this criteria, and
40	E 93. Section 21 4 2 6 EEL Eligibility Criteria <i>Under what conditions may Sprint conduct an audit of KMC's EELs?</i> KMC will not agree to Sprint proposed Timing too short Sprint proposed lacks reasonable cause	Open Restore Sprint language		Should reasonable cause arise, Sprint reserves the right, upon sixty (60) Days notice, to request an audit of KMC's compliance with the service eligibility criteria defined by the FCC and as set forth above. The Parties will mutually agree to the timing and scope of the audit prior to commencing. Sprint will hire and pay for an independent auditor to perform the audit. KMC will reimburse Sprint if the audit report concludes that KMC failed to materially comply with the service eligibility criteria set forth under Applicable Law. Sprint may request one audit in a calendar year. In the instance of non-compliance, KMC shall true-up any difference in payments, convert the non-compliant circuit to the appropriate service and make accurate payments going forward	Sprint reserves the right, based on cause and upon thirty (30) Days notice, to audit CLEC's compliance with the service eligibility criteria defined by the FCC and as set forth above. The Parties will mutually agree to the timing and scope of the audit prior to commencing. Sprint will hire and pay for an independent auditor to perform the audit. CLEC will reimburse Sprint if the audit report concludes that CLEC failed to comply with the service eligibility criteria. Sprint may request one audit in a calendar year. In the instance of non-compliance, CLEC shall true-up any difference in payments, convert the non-compliant circuit to the appropriate service and make accurate payments going forward. These audit rights are exclusive of Sprint's audit rights in Part B of this Agreement

KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Status	Applicable Law	KMC Proposed	Sprint Proposed
41	E 94 Section 22.3 Line Splitting <i>Should Sprint be required to comply with FCC rules requiring line-splitting?</i>	Open Restore Sprint language Sprint to further explain the specific charges		Whenever KMC purchases the unbundled loop either as part of UNE-P or otherwise, KMC shall control the entire loop spectrum. Because KMC or a third party purchases the entire unbundled loop or combination, there are no other monthly recurring charges associated with Line Splitting arrangements	Whenever CLEC purchases the unbundled loop either as part of UNE-P or otherwise, CLEC shall control the entire loop spectrum
42	E 95 Section 22.3.1 Line Splitting <i>What rates, terms, and conditions should apply to line-splitting provided by Sprint?</i>	Open Sprint checking		Within ninety days (90) days of the Effective Date of this Agreement, Sprint shall institute procedures to allow KMC or another carrier to order HFS data capabilities on a UNE loop	Sprint shall institute procedures to allow CLEC or another carrier to order HFS data capabilities on a UNE loop
44	E 97 Section 23.1 Pending or No Facilities <i>Should Sprint perform routine network modifications in accordance with the FCC's rules?</i>	Open Sprint will not agree	Consistent with TRO	Consistent with the FCC's Order in Docket No. CC 01-228, <i>In the Matter of the Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers</i> ("Triennial Review Order"), Sprint may designate an order as "Pending" or "No Facilities" when KMC's order requires the construction of a new local loop from scratch by trenching or pulling cable. Sprint shall provide notification of Pending or No Facilities orders, within two (2) business days of order receipt and shall specify whether the orders are rejected due	None

KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Status	Applicable Law	KMC Proposed	Sprint Proposed
45	<p>E 98 Section 24 1 1</p> <p>Network Modifications</p> <p><i>Should Sprint be permitted to impose loop charges which are not approved by the Commission?</i></p> <p>Restore Sprint language</p> <p>KMC proposed TRO compliant language</p> <p>Can Sprint walk us through their cost study</p>	Open		<p>to 'pending' facilities, 'no' facilities or additional construction required Sprint shall include verification that all equipment and facility options have been reviewed for availability to provision the requested service, including without limitation, spare or retired copper facilities, next generation equipment and availability of spare timeslots on channel banks Further Sprint shall make available, where technically feasible, alternative service options to provide services by the requested due date, including but not limited to Resale services at UNE rates or spare channels on a digital DSL Such alternatives shall be subject to joint KMC-Sprint technical discussion and review Following such review, KMC will make the final decision to proceed with a service provisioning alternative</p>	<p>Sprint will make routine network modifications to unbundled loop facilities used by CLEC where the requested loop facility has already been constructed Sprint will perform routine network modifications to unbundled loop facilities in a nondiscriminatory fashion, without regard to whether the loop facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier Sprint will recover the cost of such routine network modifications to unbundled loop facilities in its monthly recurring rates for unbundled loop</p>

KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Status	Applicable Law	KMC Proposed	Sprint Proposed
	to show that this cost is not included in the monthly recurring rate already? Can Sprint produce costs for such rates?				
46	E 99 Section 24 1 2 Network Modifications <i>Should Sprint be permitted to impose dedicated transport charges which are not approved by the Commission?</i> Restore Sprint language	Open		Sprint will make routine network modifications to unbundled dedicated transport facilities used by KMC where the requested Dedicated Transport facilities have already been constructed Sprint will perform the routine network modifications to unbundled Dedicated Transport facilities in a nondiscriminatory fashion, without regard to whether the facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier Sprint will recover the cost of such routine network modifications to unbundled Dedicated Transport facilities in its monthly recurring rates for the unbundled Dedicated Transport.	Sprint will make routine network modifications to unbundled dedicated transport facilities used by CLEC where the requested Dedicated Transport facilities have already been constructed Sprint will perform the routine network modifications to unbundled Dedicated Transport facilities in a nondiscriminatory fashion, without regard to whether the facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier CLEC will compensate Sprint for the costs of such routine network modifications to unbundled Dedicated Transport facilities to the extent the costs are not recovered in the unbundled Dedicated Transport rates.

KMC/Sprint Arbitration Issues Matrix

Agreement: Part F
State: North Carolina
Last Update: 12/17/2003

Item No.	Issue	Status	Applicable Law	KMC Proposed	Sprint Proposed
61	F 9 Section 1 2 1 Selection of POI <i>Should Sprint be allowed to designate and establish its own Point of Interconnection (POI) for the delivery of Sprint-originated traffic?</i>	Open	Sprint has a duty to provide competitors with the facilities and equipment necessary to access Sprint's network "at any technically feasible point within the carrier's network " (47 U.S.C. § 251(c)(2), see also § 251(c)(1)). In a similar arbitration proceeding, the FCC clarified that its rules prohibit a LEC from charging any other carrier for traffic originating on that LEC's network <i>Virginia Arbitration Order</i> at paras 51-53, and 67 47 C.F.R. 51.703 and 51.709	No, the FCC rules and this Commission's prior decisions permit KMC to designate the POI on KMC's network. KMC proposes the following language 1 2 1 Physical Point of Interconnection KMC must establish a minimum of one (1) Physical POI at any Technically Feasible point on Sprint's network within in each LATA in which KMC interconnects with Sprint. The POI may be at any Technically Feasible point including, but not limited to, any electronic or manual cross-connect points, Collocations, entrance facilities, and mid-span meets. KMC will be responsible for provisioning, engineering, maintenance, and cost of facilities its network on its side of the POI. Sprint will be responsible for provisioning, engineering, maintenance, and cost of facilities on its side of the POI. If and when the Parties choose to interconnect at a mid-span meet, KMC and Sprint will jointly provision the facilities that connect the two (2) networks. When KMC leases facilities provided by Sprint for interconnection between the KMC point of presence and the POI, Sprint will provide these facilities at TELRIC rates.	Yes, however, Sprint proposes that it be allowed, at its option, to self-provision transport and deliver its originating traffic at a location on KMC's network. Sprint proposes the following language 1 2 1 Physical Point of Interconnection KMC must establish a minimum of one (1) Physical POI at any Technically Feasible point on Sprint's network within in each LATA in which KMC interconnects with Sprint. The POI may be at any Technically Feasible point including, but not limited to, any electronic or manual cross-connect points, Collocations, entrance facilities, and mid-span meets. KMC will be responsible for engineering and maintaining its network on its side of the POI. Sprint will be responsible for engineering and maintaining its network on its side of the POI. If and when the Parties choose to interconnect at a mid-span meet, KMC and Sprint will jointly provision the facilities that connect the two (2) networks. Sprint reserves the right to establish its own Physical POI if CLEC elects to file, and the Commission approves, CLEC's cost studies for transport. The Parties may agree to additional POIs at any Technically Feasible point.
63	F 11 Section 1 2 5 Virtual POI	Open	A LEC may not assess charges on any other telecommunications carrier for local tele-	No, the FCC's ISP Remand Order determines the compensation for all ISP-bound traffic. In addition, the FCC's rules prohibit local exchange carriers from shifting the costs of traffic origination to the	Yes, Sprint does not agree that it is obligated to absorb the cost of the transport of ISP-bound calls to the distant POI. Sprint proposes the following language.

KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Status	Applicable Law	KMC Proposed	Sprint Proposed
	<p><i>Can Sprint shift to KMC its costs for the transport and delivery to KMC of VNNX-enabled, Sprint-originated ISP-bound and/or local traffic?</i></p> <p>The FCC's ISP Order on Remand makes it clear that there is no rationale for treating ISP-bound traffic differently for rating and routing purposes</p>		<p>communications traffic that originates on the LEC's network (47 C F R § 51 703(b))</p> <p>The United States Court of Appeals for the Fifth Circuit recently confirmed this prohibition. See <i>Southwestern Bell Telephone Co v Public Utilities Comm'n of Texas, et al.</i>, No. 03-50107, Appeal from the United States District Court for the Western District of Texas (Oct 21, 2003). State Commissions must establish rates for the transport and termination of traffic consistent with the manner in which carriers incur those costs, the rate of a carrier providing transmission facilities between two carriers' networks shall recover only the costs of the transport the connecting carrier uses to send traffic to the providing carrier for termination (47 C F R § 51 709) "[A]ll LECs are obligated to bear the cost of delivering</p>	<p>terminating carrier</p> <p>KMC cannot therefore agree to Sprint's language</p>	<p>1 2 5 CLEC must compensate Sprint for the transport of ISP bound traffic when transport of such traffic is required outside Sprint's Local Calling Area where the call originates to deliver the traffic to the POI. Such transport will be at TELRIC based transport rates</p>

KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Status	Applicable Law	KMC Proposed	Sprint Proposed
			traffic originating on their networks to inter-connecting LECs' networks for termination.]” <i>Virginia Arbitration Order</i> , at para 67 (citing 47 C F R 51 703(b) and 51 709(b), and <i>Local Competition First Report and Order</i> , 11 FCC Rcd at 16027-28, para 1062), <i>See generally</i> 47 U S C § 251(c)		

KMC/Sprint Arbitration Issues Matrix

Agreement: **Part I**
 State: **North Carolina**
 Last Update: **12/10/03**

Item No.	Issue	Status	Applicable Law	KMC Proposed	Sprint Proposed
124	Section 3 1 15 - 3 6 Billing Dispute Process <i>What should be the appropriate process for billing disputes?</i>	Open	Sprint has "[t]he duty to negotiate in good faith in accordance with section 252 the particular terms and conditions of agreements to fulfill the duties described in" section 251 (47 U S C § 251(c)(1)) The Act also requires Sprint to provide interconnection with its network that is "at least equal in quality" to that provided to itself or to any affiliate or other party, and access to UNEs, on rates, terms, and conditions that are just, reasonable, and nondiscriminatory (47 U S C § 251(c))	<p>3 1 15 Billing Disputes</p> <p>3 1 15 1 No claims, under this Agreement, shall be brought for disputed amounts more than twelve (12) months from the date of occurrence which gives rise to the dispute</p> <p>3 1 15 2 Under this § 3 1 15, if any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall within forty five (45) days of the invoice receipt or the identification of such billing discrepancy, give notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item, including but not limited to (i) the date of the bill in question, (ii) the account number or other identification of the bill in question, such as CBA/ ESBA/ASBS or BAN (iii) any telephone number, circuit ID number or trunk number in question, (iv) any USOC (or other descriptive information) questioned, (v) the amount billed, (vi) the amount in question, and (vii) the reason that the Non-Paying Party disputes the billed amount</p> <p>3 1 15 2 1 The Non-Paying Party shall pay when due all undisputed amounts to the Billing Party</p> <p>3 1 15 2 2 Notwithstanding the foregoing, a failure to provide notice of a dispute within forty-five (45) days of the receipt of invoice shall not preclude either Party from subsequently challenging billed charges under this § 3 1 15 2</p> <p>3 1 15 3 If the Parties are unable to resolve the is-</p>	<p>3 1 16 Billed amounts which are being investigated, queried, or for which claims have or may be filed are not due for payment until such investigations, claims or queries have been fully resolved by both MCIm and Sprint</p> <p>3 1 17 The Parties will assess late payment charges equal to the lesser of 1 5% per month of the balance due or the maximum allowed by law, until the amount due including late payment charges is paid in full</p> <p>3 1 17 1 Upon five (5) business days notice by Sprint to MCIm, Sprint may not accept any new or amended orders for Telecommunications Services, Unbundled Network Elements, Interconnection or other services under the terms of this Agreement from MCIm while any past due, undisputed charges remain unpaid</p> <p>3 1 18 Bill Reconciliation</p> <p>3 1 18 1 Each Party agrees to notify the other Party upon the discovery of a billing discrepancy "Notice of Discrepancy"</p> <p>3 1 18 2 In the event of such Notice of Discrepancy, the Parties shall endeavor to resolve the discrepancy within sixty (60) calendar days' notification using normal business procedures. If the discrepancy is disputed, resolution of such dispute is expected to occur at the first level of management resulting in a recommendation for</p>

KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Status	Applicable Law	KMC Proposed	Sprint Proposed
				<p>issues related to the Disputed Amounts in the normal course of business, including appropriate management escalations, within forty-five (45) days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties shall appoint a designated representative who has authority to settle the dispute. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute.</p> <p>3 1 15 4 If the Parties are unable to resolve the dispute within forty-five (45) days after the Parties' appointment of designated representatives pursuant to §3 6 2, then either Party may file a complaint with the Commission pursuant to Article 22 of Part B of this Agreement to resolve such issues or proceed with any other remedy pursuant to law or equity.</p> <p>3 1 15 5 If the Non-Paying Party disputes any charges and the dispute is resolved in favor of such Non-Paying Party, the Parties shall cooperate to ensure that all of the following actions are taken:</p> <p>3 1 15 5 1 the Billing Party shall credit the invoice of the Non-Paying Party for that portion of the Disputed Amounts resolved in favor of the Non-Paying Party, together with any Late Payment Charges assessed with respect thereto no later than the second Bill Due Date after the resolution of the Dispute,</p> <p>3 1 15 5 2 The Non-Paying Party shall pay the Billing Party that portion of the Disputed Amounts resolved in favor of the Billing Party, together with any Late Payment Charges assessed with respect thereto no later than the second Bill Due Date after resolution of the Dispute.</p> <p>3 1 16 Sprint shall credit KMC for incorrect Connectivity Billing charges including without limita-</p>	<p>settlement of the dispute and closure of a specific billing period.</p> <p>3 1 18 3 If the dispute is not resolved within the allotted time frame, the following resolution procedures shall begin:</p> <p>3 1 18 3 1 If the dispute is not resolved within sixty (60) days of the notice of discrepancy, the dispute shall be escalated to the second level of management for resolution.</p> <p>3 1 18 3 2 If the dispute is not resolved within ninety (90) days of notice of discrepancy, the dispute shall be escalated to the third level of management for resolution.</p> <p>3 1 18 3 3 If the dispute is not resolved within one hundred and twenty (120) days of the notice of discrepancy, the dispute may be referred to the Commission issues or proceed with any other remedy pursuant to law or equity for resolution by MCIm, or upon the written request of Sprint within such one hundred and twenty (120) day period, may be resolved pursuant to Section 23 (Dispute Resolution Procedures) of Part A of this Agreement.</p> <p>3 1 18 4 If MCIm disputes connectivity charges and the dispute is resolved in favor of MCIm, Sprint shall credit the Connectivity Bill of MCIm for the amount of the disputed charges.</p>

KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Status	Applicable Law	KMC Proposed	Sprint Proposed
				<p>tion overcharges, services ordered or requested but not delivered, interrupted services, services of poor quality and installation problems if caused by Sprint. Such reimbursements shall be set forth in the appropriate section of the Connectivity Bill pursuant to CABS, or SECAB standards.</p> <p>3.1.17 If either Party fails to pay by the Bill Due Date as established under § 3.1.12 of this Part I, any and all undisputed charges billed to it under this Agreement, including any Late Payment Charges or miscellaneous charges ("Unpaid Charges"), and any portion of such Unpaid Charges remain unpaid after the Bill Due Date, the Billing Party shall notify the Non-Paying Party in writing pursuant to the timeframes and procedures identified herein that in order to avoid disruption or disconnection of the applicable Interconnection, Resale Services, Network Elements, functions, facilities, products and services furnished under this Agreement, the Non-Paying Party must remit all Unpaid Charges to the Billing Party.</p> <p>3.1.17.1 With respect to Resale Services and Network Elements, Sprint will notify KMC of any Unpaid Charges that remain unpaid thirty (30) calendar days after the Bill Due Date and that KMC must remit payment within thirty (30) calendar days following receipt of Sprint's notice.</p> <p>3.1.17.2 If the Non-Paying Party desires to dispute any portion of the Unpaid Charges, the Non-Paying Party shall take the following actions not later than thirty (30) calendar days following receipt of the Billing Party's notice of Unpaid Charges:</p> <p>3.1.17.2.1 notify the Billing Party in writing which portion(s) of the Unpaid Charges it disputes, including the total amount disputed ("Disputed Amounts") and the specific details listed in § 3.1.15 of this Agreement, together with the reasons for its</p>	

KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Status	Applicable Law	KMC Proposed	Sprint Proposed
				<p>dispute, and</p> <p>3 1 17 2 2 pay to the Billing Party all undisputed Unpaid Charges</p> <p>3 1 17 3 If any Unpaid Charges for Resale Services or Network Elements remain unpaid and undisputed sixty (60) calendar days past the Bill Due Date, Sprint shall notify KMC in writing that unless all Unpaid Charges for Resale Services and Network Elements are paid within thirty (30) calendar days following KMC's receipt of such notice, the Resale Services and/or Network Elements furnished to KMC under this Agreement for which Unpaid Charges are outstanding (i.e., delinquent and undisputed) may be disconnected at Sprint's option</p> <p>3 1 17 3 1 On the same day that Sprint sends the letter required by § 3 1 17 3, if KMC has not satisfied unpaid, undisputed charges, Sprint will suspend acceptance of any new order and completion of any pending order (other than a disconnect order) from KMC for any Resale Service or Network Element that could be furnished under this Agreement</p> <p>3 1 17 4 Notwithstanding any other provision in this Agreement, only services with unpaid, undisputed charges may be disrupted or disconnected</p> <p>Under no circumstances may services be disconnected or disrupted for non-payment of charges that are currently in dispute. Further the Parties agree that these procedures for Unpaid Charges will be invoked only after the Billing Party has confirmed the Billed Party has received an invoice for the services with a Bill Due Date established pursuant to § 3 1 12 of this Part I</p> <p>3 1 18 Intentionally left blank</p> <p>3 1 19 Intentionally left blank</p> <p>3 1 20 Intentionally left blank</p> <p>3 1 21 Intentionally left blank</p>	

KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Status	Applicable Law	KMC Proposed	Sprint Proposed
				<p>3.1.22 Sprint shall establish a switched access meet point billing arrangement with KMC. This arrangement will include tandem routed IXC calls and IXC calls routed through a line that is ported via Remote Call Forward ("RCF") or FLEX DID from Sprint to KMC [MCIm, Att 8, 3.1.25]</p> <p>3.1.22.1 KMC will bill for carrier common line, local switching, RLC, and its portion of the transport charges for tandem routed IXC calls. For lines that are ported from Sprint to KMC, Sprint will bill only transport charges. KMC will bill for all other applicable access charges.</p> <p>3.1.22.2 The Parties will provide all necessary switched access records to each other for access billing at no charge.</p> <p>3.2 Information Exchange and Interfaces</p> <p>Where Parties have established interconnection, Sprint and the KMC agree to conform to MECAB and MECOD guidelines; they will exchange Billing Account Reference and Bill Account Cross Reference information and will coordinate Initial Billing Company/Subsequent Billing Company billing cycles. Sprint and CLEC will exchange the appropriate records to bill exchange access charges to the IXC. Sprint and CLEC agree to capture EMI records for inward terminating and outward originating calls and send them to the other, as appropriate, in daily or other agreed upon interval, via and agreed upon media (e.g. Connect Direct or cartridge) [MCIm Att 8, Section 3.2 and as follows, except where noted].</p> <p>3.2.1 Sprint shall provide KMC a monthly connectivity bill that includes all connectivity charges incurred by and credits and/or adjustments due to KMC for those services ordered, established, utilized, discontinued or performed pursuant to this Agreement. Sprint shall issue Connectivity Bills on</p>	

KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Status	Applicable Law	KMC Proposed	Sprint Proposed
				<p>a monthly basis and the billing cycle shall be on a calendar basis as agreed to by the Parties. Each connectivity bill provided by Sprint to KMC shall include [MCIm, modified so the Parties can agree to the billing cycle and content]</p> <p>3 2 1 1 All non-usage sensitive charges incurred for the period beginning with the day after the current bill date and extending to the day before the next bill date,</p> <p>3 2 1 2 Any known unbilled non-usage sensitive charges for prior periods,</p> <p>3 2 1 3 Unbilled usage sensitive charges for the period beginning with the last bill date and extending up to, but not including, the current bill date,</p> <p>3 2 1 4 Any known unbilled usage sensitive charges for prior periods and</p> <p>3 2.1 5 Any known unbilled adjustments</p> <p>3 2 2 The Bill Date must be present on each bill transmitted by the Parties, and must be a valid calendar date and not more than ninety (90) days old. Bills should not be rendered for any charges which are incurred under this Agreement on or before one (1) year preceding the bill date. However, both Parties recognize that situations exist that would necessitate billing beyond the one year limit as permitted by law. These exceptions include,</p> <ul style="list-style-type: none"> • orders by a State or Federal Commission • charges connected with jointly provided services were by meet point billing guidelines require either Party to rely on records provided by a third Party • charges incorrectly billed due to error in or omission of customer provided data such as PLU or PIU factors or other ordering data <p>3 2 3 On each bill where "Jurisdiction" is identified, local and local toll charges shall be identified as "Local" and not as interstate, inter-</p>	

KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Status	Applicable Law	KMC Proposed	Sprint Proposed
				<p>state/InterLATA, intrastate, or intrastate/IntralATA Sprint shall provide from and through dates for charges rendered on all connectivity bills</p> <p>3 2 4 Intentionally left blank</p> <p>3 2 5 Sprint and KMC shall issue all connectivity bills in accordance with the terms and conditions set forth in this Section 3 On connectivity bills that Sprint renders to KMC, BANs shall be thirteen (13) character alpha/numeric and there shall only be one (1) BAN per LATA per connectivity type The bill date shall be the same day, month-to-month Each Party shall provide the other Party with at least thirty (30) calendar days written notice prior to changing, adding or deleting a BAN</p> <p>The Parties shall provide one (1) connectivity billing invoice associated with each BAN Each invoice must contain an invoice number (which will vary from month-to-month) On each bill associated with a BAN, the appropriate invoice number and the charges contained on such invoice must be reflected All connectivity bills must be received by the other Party no later than ten (10) calendar days from bill date and at least thirty (30) calendar days prior to the payment due date (as described in this Attachment), whichever is earlier Any connectivity bill received on a Saturday, a Sunday or a day designated as a bank holiday will be deemed received the next business day If either Party fails to receive connectivity billing data and information within the time period specified above, the payment due date will be extended by the number of days that such receipt has been delayed [modified to show by connectivity type]</p> <p>3.2 6. Sprint shall issue all connectivity bills containing such billing data and information in accordance with the most current version of</p>	

KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Status	Applicable Law	KMC Proposed	Sprint Proposed
				<p>CABS/SECABS published by Telcordia, or its successor, or such later versions as are adopted by Telcordia, or its successor, as agreed to by the Parties pursuant to subsection 3.1.1 herein</p> <p>3.2.7 Upon implementation of the electronic interface, Sprint and KMC agree that each Party shall transmit connectivity billing information and data in the appropriate CABS or SECAB format electronically via Connect Direct to the other Party at the location specified by such Party. The Parties shall mutually agree to the technical specifications and responsibilities for transmission. KMC will supply to Sprint its RACF ID and password before the first transmission of data via Connect Direct.</p> <p>Any changes to either Party's Connect Direct Node ID must be sent to the other Party no later than thirty (30) calendar days before the changes take effect [modified to recognize the electronic interface is not yet implemented]</p> <p>3.2.8 In emergency situations, Sprint shall provide billing information in a CABS CD-ROM format which has previously been agreed to by the Parties. Notwithstanding the foregoing, either Party may request modification of these procedures from time to time [Modified, tapes are not used]</p> <p>3.3 Standards [MCIm, Art 8, 3.3 in the following, except where noted as modified]</p> <p>3.3.1 Sprint shall provide notice to KMC at least ninety (90) days prior to any change in existing formats or change to a different mechanized format (i.e., CABS or SECAB). Sprint shall send to KMC connectivity bill data in the appropriate mechanized format for testing to ensure that the bills can be processed and that the bills comply with the requirements of this Attachment at least thirty (30) days prior to such change. Sprint agrees that it shall not send to KMC bill data in the new mecha-</p>	

KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Status	Applicable Law	KMC Proposed	Sprint Proposed
				<p>nized format until such bill data has met the testing specifications as set forth in this subsection</p> <p>3 3 2 During the testing period, Sprint shall transmit to KMC connectivity billing data and information via paper or tape as specified by KMC</p> <p>Test tapes shall be sent to a KMC-specified location</p> <p>3 3 3 Sprint agrees that if it transmits data to KMC in a mechanized format, Sprint shall also comply with the following specifications which are not contained in CABS or SECAB guidelines but which are necessary for KMC to process connectivity billing information and data</p> <p>3 3 4 The bill date shall not contain spaces or non-numeric values</p> <p>3 3 4 1 Each connectivity bill must contain at least one (1) detail record</p> <p>3 3 4 2 Any "from" date should be less than the associated "thru" date and neither date can contain spaces</p> <p>3 3 4 3 The invoice number must not have embedded spaces or low values</p> <p>3 3 5 Sprint agrees that in order to ensure the proper performance and integrity of the entire connectivity billing process, Sprint shall be responsible and accountable for transmitting to KMC an accurate and current bill Sprint agrees to work with KMC to identify and implement control mechanisms and procedures to render a bill that accurately reflects the services ordered and used by KMC</p> <p>3 4 Revenue Protection Sprint shall make available to KMC, at Parity with what Sprint provides to itself, its Affiliates and other local telecommunications CLECs, all present and future fraud prevention or revenue protection features, including prevention, detection, or control functionality embedded within any of the Network Ele-</p>	

KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Status	Applicable Law	KMC Proposed	Sprint Proposed
				<p>ments These features include, but are not limited to screening codes, information digits assigned such as information digits '29' and '70' which indicate prison and COCOT pay phone originating line types respectively, call blocking of domestic, international, 800, 888, 900, NPA-976, 700, 500 and specific line numbers, and the capability to require end-user entry of an authorization code for dial tone Sprint shall, when technically capable and consistent with the implementation schedule for Operations Support Systems (OSS), additionally provide partitioned access to fraud prevention, detection and control functionality within pertinent OSS, which include, but are not limited to, line information data base fraud monitoring systems, high toll notifiers, SS7 suspect traffic alerts, AMA suspect traffic alerts, etc Uncollectible or unbillable revenues resulting from, but not confined to provisioning, maintenance, or signal network routing errors shall be the responsibility of the Party causing such error [MCIm, Att 8, 3 4 1]</p> <p>3 5 Sprint shall offer rates to KMC in a non-discriminatory manner in accordance with Part B, §§ 2, 13 and 23 Sprint must be able to bill any contracted rate in the Agreement within sixty (60) days, or two (2) bill cycles, of the rate change, Agreement or amended Agreement, with true-up completed within ninety (90) calendar days following the effective date of such rate change, Agreement or amended Agreement If system changes are required to implement the new rates, the Parties agree to negotiate a mutually agreeable timeframe for the changes to be implemented As part of that negotiation and prior to the change taking place, the Parties will agree upon a true-up timeframe, unless otherwise ordered by a State or Federal Commission</p>	

KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Status	Applicable Law	KMC Proposed	Sprint Proposed
				3 6 Intentionally left blank	

KMC/Sprint Arbitration Issues Matrix

Agreement: **Part J**
 State: **North Carolina**
 Last Update: **11/11/03**

Item No.	Issue	Status	Applicable Law	KMC Proposed	Sprint Proposed
162	J 1 Section 1 1-2 4 Performance Measures and Standards <i>By what measures and standards should Sprint's performance be measured?</i> Sprint and KMC disagree as to what performance measurements and standards should be used to gauge Sprint's performance	Open	47 U.S.C. § 251	<p>1 GENERAL</p> <p>Sprint shall satisfy all service standards, intervals, measurements, specifications, performance requirements, technical requirements, and performance standards and will pay any penalties for violation of the performance standards that are required by law or regulation. In addition, Sprint's performance under this agreement shall be provided to KMC at parity with the performance provided to other carriers and to itself for like service(s)</p> <p>2 REQUIREMENTS AND GUIDELINES FOR PERFORMANCE REPORTING</p> <p>2 1 Sprint shall provide, on a monthly basis, performance measurement results for all states requested by KMC. Sprint shall report these results on both a KMC-specific and carrier-aggregate basis, and will include performance results for service Sprint provides to itself for comparable services. These measures shall be provided by the date established by applicable Commission rules and orders, and no later than the twentieth (20th) day of the subsequent month in all other states.</p> <p>2 2 The performance measurement results to be provided shall cover Sprint's performance in the areas of Pre-Ordering, Ordering, Provisioning, Maintenance & Repair, Databases, Service Centers and Collocation. Sprint shall provide these performance measurement results in accordance with applicable Commission rules and orders, on a voluntary basis for all other states requested by KMC. The performance measurement results to be provided, and the related performance standards, are</p>	<p>1 GENERAL</p> <p>Sprint shall satisfy all service standards, intervals, measurements, specifications, performance requirements, technical requirements, and performance standards and will pay any penalties for violation of the performance standards that are required by law or regulation. In addition, Sprint's performance under this agreement shall be provided to CLEC at parity with the performance Sprint provides itself for like service(s)</p>

KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Status	Applicable Law	KMC Proposed	Sprint Proposed
				<p>specified in Exhibit A of this Appendix</p> <p>2 3 If Sprint should fail to meet any of the performance standards specified, it shall</p> <p>2 3 1 Provide, satisfy and otherwise comply with all remedies, requirements and/or penalties specified in applicable laws, rules or regulations</p> <p>2 3 2 Undertake a good faith root cause analysis, and implement an action plan to meet the performance standard(s) and prevent the failure(s) from recurring</p> <p>2 3 3 Where failure to meet any performance standard directly impacts KMC, the Parties shall meet to review the performance at issue, the root cause analysis and the action plan The Parties shall bring appropriate subject matter experts as well as personnel with appropriate decision-making authority to such meetings The Parties shall meet on a monthly basis until Sprint's performance meets the performance standard specified in Exhibit A to this Appendix or required by applicable Commission rules and orders</p> <p>2 4 The Parties will establish a mechanism to address performance areas in which Sprint has failed to meet the applicable performance standard on a repeated or chronic basis Should Sprint fail to meet a performance standard for two consecutive months or for three months in any given six (6) month period, the activities and joint meetings specified in the preceding section will be escalated to the management level above that responsible for the initial resolution Should such escalation fail to bring Sprint's performance into compliance with the applicable standard, the issue will be escalated to the Vice Presidential level within each Party's organization</p>	

KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Status	Applicable Law	KMC Proposed	Sprint Proposed
163	<p>J 2 Section 2 5</p> <p>Performance Assurance</p> <p><i>What remedies should be put into place to ensure that Sprint's performance meets appropriate standards?</i></p> <p>This issue addresses the question of how to ensure satisfactory performance KMC believes that self-executing remedies provide an efficient method of ensuring that Sprint provides adequate performance, and that Sprint should therefore be subject to a plan analogous to the RBOC plan</p>	Open	47 U S C § 251	<p>2 5 The Parties agree to utilize a self-executing performance remedy plan (PRP) that will contain financial penalties for substandard performance by Sprint The PRP will be based on the incentive plan established by the Commission for the RBOC, as modified and amended as of the date of this Agreement The PRP will be modified from the RBOC plan to reflect only (a) the pro-rata size of the Sprint market as compared to the RBOC market, (b) the specific UNEs, Interconnection, services and interfaces to be utilized by KMC, and (c) any technical distinctions between the interfaces used by Sprint and those employed by the RBOC The Sprint PRP will be updated annually to reflect modifications and amendments to the RBOC plan</p>	None proposed

KMC/Sprint Arbitration Issues Matrix

Agreement: Part K - Collocation
 State: North Carolina
 Last Update: 12/18/2003

Item No.	Issue	Status	Applicable Law	KMC Proposed	Sprint Proposed
171	Section 3.3 Shared cageless collocation <i>Is KMC allowed under prevailing law to share cageless collocation space?</i>	Open	47 U.S.C. § 251(c)(6), <i>FCC Advanced Services Order</i> (Deployment of Wireline Services Offering Advanced Telecommunications Capability, CC Docket No. 98-147)	3.3 Shared (Subleased) Caged and Cageless Collocation KMC may allow other telecommunications carriers to share its caged collocation or cageless rack bay arrangements pursuant to terms and conditions agreed to by KMC ("Host") and other telecommunications carriers ("Guests") KMC will notify Sprint in writing upon execution of any agreement between the Host and its Guest within twelve (12) calendar days of its execution. Further, such notice shall include the name of the Guest(s) and their term of agreement, and shall contain a certification by KMC that said agreement imposes upon the Guest(s) the same terms and conditions for collocation space as set forth in this Agreement	3.3 Shared (Subleased) Caged Collocation CLEC may allow other telecommunications carriers to share its caged collocation arrangement pursuant to terms and conditions agreed to by CLEC ("Host") and other telecommunications carriers ("Guests") CLEC will notify Sprint in writing upon execution of any agreement between the Host and its Guest within twelve (12) calendar days of its execution. Further, such notice shall include the name of the Guest(s) and their term of agreement, and shall contain a certification by CLEC that said agreement imposes upon the Guest(s) the same terms and conditions (excluding rates) for collocation space as set forth in this Agreement
181	K 18 Section 4.3 XC charges – when applicable <i>When will cross-connect charges apply?</i>	Open	47 U.S.C. § 251(c)(6), 47 C.F.R. § 1.323.	4.3 At KMC's option and expense, a point of termination (POT) bay, frame or digital cross-connect may be placed in or adjacent to the Collocation Space that may, at KMC's option, serve as the demarcation point. Sprint will grandfather existing point(s) of demarcation established at a Sprint provided POT Bay. Sprint proposed to move language to a different section. XC charges will only apply when Sprint, upon receipt of an order from KMC for Sprint's network element services and/or interconnection, connects such services from Sprint's termination to the demarcation point. If KMC elects not to provide a POT frame, Sprint will agree to handoff the interconnection cables to KMC at its equipment, at	4.3 At CLEC's option and expense, a point of termination (POT) bay, frame or digital cross-connect may be placed in or adjacent to the Collocation Space that may, at CLEC's option, serve as the demarcation point. If CLEC elects not to provide a POT frame, Sprint will agree to handoff the interconnection cables to CLEC at its equipment, at CLEC's designated demarcation point. When CLEC elects to install its own POT frame/cabinet, Sprint must still provide and install the required DC power panel.

KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Status	Applicable Law	KMC Proposed	Sprint Proposed
		under-stand MRC and NRCs associated with CFA and Cross Connect billing		KMC's designated demarcation point When KMC elects to install its own POT frame/cabinet, Sprint must still provide and install the required DC power panel	
195	K 32 Section 8 7 Billing for termination <i>Should billing for terminations begin only when services are ordered to those terminations via ASR or and LSR?</i>	Open Sprint to counter propose Likely to remain open for arbitration	47 U S C § 251(c)(6)	8 7 Billing for terminations (also referred to as circuit facility assignments) begins when services are ordered to those terminations via an ASR or an LSR	None proposed
203	K 40 Section 12 2 1 Interconnection and cross connect facilities <i>Should KMC be allowed to provision cross-connects within its collocation space without application or additional charges by</i>	Open 1/22 Sprint to provide revised language that breaks 12 2 1 into 3 sections Sprint	47 U S C § 251(c)(6), 47 C F R § 51 323	12 2 1 Interconnection Sprint shall permit KMC to interconnect its network, via cross-connect facilities ("XC"), with that of another adjacently collocated telecommunications carrier at the Sprint Premises A XC is a cabling scheme between cabling runs (including dark fiber), subsystems, and equipment using patch cords or jumper wires that attach the cabling scheme to connection hardware on each end, as defined and described by the FCC in its applicable rules and orders Rates are set forth in Table XX of this Attachment KMC may provision XCs within its Collocation Space without application or additional charges by Sprint Sprint will provide such cross-connect facilities for non-	12 2 1 Interconnection Sprint, at its sole discretion, shall permit CLEC to interconnect its network, via cross-connect facilities ("XC"), with that of another adjacently collocated telecommunications carrier at the Sprint Premises Sprint will provide such cross-connect facilities for non-adjacent locations at the expense of the CLEC per the CLEC's request

KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Status	Applicable Law	KMC Proposed	Sprint Proposed
	<i>Sprint?</i>	filing a direct cabling rate with the NCUC and it is TELRIC		adjacent locations at the expense of KMC per KMC's request	
204	K 41 Section 12 3 Co-Carrier Cross Connects <i>Should Sprint be permitted to limit KMC's right to cross-connect with other collocated carriers?</i>	Open Merged into 12 2 1 Revision pending from Sprint	47 U S C § 251(c)(6), 47 C F R 51 323(h)	12 3 Co-Carrier Cross Connect (CCXC) CCXCs are XCs between KMC and another collocated telecommunications carrier other than Sprint and is only available when both collocation arrangements (either caged, cageless, and/or virtual) being interconnected are within the same Sprint premises Sprint shall provide such CCXC connections from KMC's collocation arrangement to the collocation arrangement of another telecommunications carrier in the same Sprint premises under the terms and conditions of this Attachment CCXC is provided at the same transmission level from KMC to another telecommunications carrier	12 3 Co-Carrier Cross Connect (CCXC) CCXCs are XCs between KMC and another collocated telecommunications carrier other than Sprint and is only available when both collocation arrangements (either caged, cageless, and/or virtual) being interconnected are within the same Sprint premises, provided that the collocated equipment is used for interconnection with Sprint and/or for access to the Sprint's unbundled network elements Sprint shall provide such CCXC connections from KMC's collocation arrangement to the collocation arrangement of another telecommunications carrier in the same Sprint premises under the terms and conditions of this Attachment CCXC is provided at the same transmission level from KMC to another telecommunications carrier
205	K 42 Section 12 4 <i>Should Sprint have sole discretion over whether KMC may use its own technicians to deploy Direct Connects?</i> Direct Connect -	Open To be incorporated into language for 203	47 U S C § 251(c)(6)	12 4 Direct Connect ("DC") Sprint will provide for interconnection directly between KMC's virtual and/or physical collocation arrangements within the same Central Office by utilizing a Direct Connect ("DC") The DC shall be provisioned through facilities owned by KMC In those cases where KMC's virtual and/or physical collocation space is contiguous in the central office, KMC will have the option of using KMC's own technicians to deploy DC's using either electrical or optical facilities between the collocation spaces and constructing its	12 4 Direct Connect ("DC") Sprint will provide for connection directly between KMC's virtual and/or physical collocation arrangements within the same Central Office by utilizing a Direct Connect ("DC") The DC shall be provisioned through facilities owned by KMC subject to the submission of ICB In those cases where KMC's virtual and/or physical collocation space is contiguous in the central office, KMC may have the option, at Sprint's sole discretion of using KMC's own technicians to deploy DC's

KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Status	Applicable Law	KMC Proposed	Sprint Proposed
	Sprint wants to have full discretion over KMC's use of its technicians			own dedicated cable support structure	using either electrical or optical facilities between the collocation spaces and constructing its own dedicated cable support structure
207	K 44 Section 12 6 Provision of CCXC <i>Should KMC be allowed to use its own technicians to install CCXCs?</i>	Open Will be addressed 12 2 1 in Sprint's proposed language	47 U S C § 251(c)(6)	12 6 KMC may provision the CCXC using its own technicians or Sprint technicians to place the CCXC The CCXC shall be provisioned through facilities owned or leased by KMC Such connections to other collocated telecommunications carriers may be made using either optical or electrical facilities (lit or dark) In cases where KMC's equipment and the equipment of the other collocated telecommunications carrier are located in contiguous caged Collocation Spaces, KMC may use its own technicians to install CCXCs using either electrical or optical facilities (and associated patch cords, jumper cables, tie-pairs, etc) between the equipment to both collocated telecommunications carriers and construct a dedicated cable support structure, if needed, between the to contiguous cages, KMC shall deploy such optical facilities	None proposed
211	K 48 Section 13 3 Shared Use <i>May KMC utilize spare capacity on an existing interconnector's entrance facility for the purpose of providing an entrance facility to its collocation arrangement?</i>	Open KMC double checking requirement and Sprint to check reposition on splicing	47 U S C § 251(c)(6)	13 3 Shared Use KMC may utilize the spare capacity on an existing interconnector's entrance facility for the purpose of providing an entrance facility to KMC's collocation arrangement within the same Premises Sprint shall allow the splice, as long as the fiber is non-working dark fiber	None proposed

EXHIBIT 2

DRAFT INTERCONNECTION AGREEMENT



**MASTER INTERCONNECTION AND RESALE AGREEMENT
FOR THE STATE OF FLORIDA**

*Insert Date of Agreement
(leave blank until ready for final signature)*

KMC Telecom III, Inc. and KMC Telecom V, Inc.

and

[Insert Sprint Company Name]

THIS DOCUMENT IS A DRAFT AND REPRESENTS THE CURRENT POSITIONS OF THE SPRINT OPERATING TELEPHONE COMPANIES WITH RESPECT TO INTERCONNECTION AND RESALE. SPRINT RESERVES THE RIGHT TO MODIFY THIS DRAFT AGREEMENT, INCLUDING ANY APPENDICES, SCHEDULES AND/OR ATTACHMENTS THERETO, AT ANY TIME PRIOR TO THE EXECUTION OF A FINAL AGREEMENT BY BOTH PARTIES. THIS DOCUMENT IS NOT AN OFFER.

INTERCONNECTION AND RESALE AGREEMENT

This Interconnection and Resale Agreement (the “Agreement”), entered into this ____ day of _____, 20__, is entered into by and between KMC Telecom III, Inc. and KMC Telecom V, Inc. (“KMC”), a Delaware corporation, and [Insert Sprint Company Name] (“Sprint”), a [Insert state of incorporation] corporation, to establish the rates, terms and conditions for local interconnection, local resale, and purchase of unbundled network elements (individually referred to as the “service” or collectively as the “services”)

WHEREAS, the Parties wish to interconnect their local exchange networks for the purposes of transmission and termination of calls, so that customers of each can receive calls that originate on the other’s network and place calls that terminate on the other’s network, and for KMC’s use in the provision of exchange access (“Local Interconnection”); and

WHEREAS, KMC wishes to purchase Telecommunications Services for resale to others, and Sprint is willing to provide such service, and

WHEREAS, KMC wishes to purchase unbundled network elements, ancillary services and functions and additional features (“Network Elements”), and to use such services for itself or for the provision of its Telecommunications Services to others, and Sprint is willing to provide such services; and

WHEREAS, the Parties intend the rates, terms and conditions of this Agreement, and their performance of obligations thereunder, to comply with the Communications Act of 1934, as amended (the “Act”), the Rules and Regulations of the Federal Communications Commission (“FCC”), and the orders, rules and regulations of the [Insert Commission Name] (the “Commission”), and

WHEREAS, the parties wish to replace any and all other prior agreements, written and oral, applicable to the state of [Insert State Name].

Now, therefore, in consideration of the terms and conditions contained herein, KMC and Sprint hereby mutually agree as follows:

PART A - DEFINITIONS

1. DEFINED TERMS

- 1.1. Capitalized terms defined in this Article shall have the meanings as set forth herein. Other terms used but not defined herein will have the meanings ascribed to them in the Act or in the Rules and Regulations of the FCC or the Commission. The Parties acknowledge that other terms appear in this Agreement, which are not defined or ascribed as stated above. The parties agree that any such terms shall be construed in accordance with their customary usage in the telecommunications industry as of the Effective Date of this Agreement.
- 1.2. "911 Service" means a universal telephone number which gives the public direct access to the Public Safety Answering Point (PSAP). Basic 911 service collects 911 calls from one or more local exchange switches that serve a geographic area. The calls are then sent to the correct authority designated to receive such calls.
- 1.3. "Access Services" refers to interstate and intrastate switched access and private line transport services.
- 1.4. "Act" means the Communications Act of 1934, as amended.
- 1.5. "Active Collocation Space" means the space within a Sprint premises that has sufficient telecommunications infrastructure systems to house telecommunications equipment, which can be designated for physical collocation. Infrastructure systems include but are not limited to, floors capable of supporting equipment loads, heating, ventilating and air conditioning (HVAC) systems (AC poser), high efficiency filtration, humidity controls, remote alarms, compartmentation and smoke purge. Space within controlled environmental vaults (CEVs), huts and cabinets and similar eligible structures that can be designated for physical collocation shall be considered Active Collocation Space.
- 1.6. "Advanced Intelligent Network (AIN)" is a network functionality that permits specific conditions to be programmed into a switch which, when met, directs the Switch to suspend call processing and to receive special instructions for further call handling instructions in order to enable carriers to offer advanced features or services.
- 1.7. "Affiliate" is as defined in the Act.
- 1.8. "Applicable Law" means all laws including, but not limited to, the Act, the effective regulations, rules, and orders of the FCC and the state Commission, and any effective orders and decisions of a court of competent jurisdiction reviewing the regulations, rules, or order of the FCC or the state Commission.
- 1.9. "Automated Message Accounting (AMA)" is the structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the Automated Message Accounting document, published by Telcordia as GR-1100-CORE which defines the industry standard for message recording.

- 1 10. "Automatic Location Identification (ALI)" is a feature developed for E911 systems that provides for a visual display of the caller's telephone number, address and the names of the Emergency Response agencies that are responsible for that address. The competitive local exchange company will provide ALI record information in the National Emergency Number Association ("NENA") format. The ALI also shows an Interim Number Portability ("INP") number if applicable.
- 1.11. "Automatic Location Identification/Data Management System (ALI/DMS)" means the emergency service (E911/911) database containing subscriber location information (including name, address, telephone number, and sometimes special information from the local service provider) used to determine to which Public Safety Answering Point (PSAP) to route the call
- 1.12. "Automatic Number Identification (ANI)" is a feature that identifies and displays the number of a telephone line that originates a call.
- 1.13. "Automatic Route Selection (ARS)" is a service feature associated with a specific grouping of lines that provides for automatic selection of the least expensive or most appropriate transmission facility for each call based on criteria programmed into the system.
- 1.14. "ATU – C" refers to an ADSL Transmission Unit – Central Office.
- 1 15. "Busy Line Verify/Busy Line Verify Interrupt (BLV/BLVI)" means an operator call in which the caller inquires as to the busy status of, or requests an interruption of a call on another subscriber's telephone line.
- 1.16. "Business Day(s)" means the days of the week excluding Saturdays, Sundays, and all Sprint holidays.
- 1 17. "Cable Vault" shall mean a location in a Premises where facilities enter the Premises from the Outside Cable Duct and access the Inner Duct for distribution within the Premises.
- 1 18. "Carrier Access Billing System (CABS)" is the system which is defined in a document prepared under the direction of the Billing Committee of the OBF. The CABS document is published by Telcordia in Volumes 1, 1A, 2, 3, 3A, 4 and 5 as Special Reports SR-OPT-001868, SR-OPT-0011869, SR-OPT-001871, SR-OPT-001872, SR-OPT-001873, SR-OPT-001874, and SR-OPT-001875, respectively, and contains the recommended guidelines for the billing of access and other connectivity services. Sprint's carrier access billing system is its Carrier Access Support System (CASS). CASS mirrors the requirements of CABS
- 1 19. "Central Office Building" or "Building" shall mean a structure (not including a controlled environment vault ("CEV")) housing Sprint equipment that is under the control of Sprint and for which Sprint has the right to grant access and/or occupation by third parties
- 1 20. "CHARGE NUMBER" is a CCS parameter which refers to the number

transmitted through the network identifying the billing number of the calling party.

- 1.21. "CLASS" (Bellcore Service Mark) -- Service features that utilize the capability to forward a calling party's number between end offices as part of call set-up. Features include Automatic Callback, Automatic Recall, Caller ID, Call Trace, and Distinctive Ringing
- 1.22. "COLLOCATION":
 - 1.19.1 "Physical Collocation" is as defined in 47 C F R. 51.5. Terms related to Physical Collocation are defined in Part K of this Agreement or applicable collocation tariff, as appropriate
 - 1.19.2 "Virtual Collocation" is defined in 47.C.F.R. 51.5. Terms related to Virtual Collocation are defined in Part K of this Agreement or applicable collocation tariff, as appropriate.
- 1.23. "Collocation Arrangement" refers to a single, specific provision of Collocation in a particular Premises, not limited to a cage enclosing KMC's equipment within the Premises.
- 1.24. "Collocation Point of Termination" shall mean the physical demarcation point at which the Sprint responsibility for the provisioning of service ends, as described in Section 6 [**Sprint, check reference?**]
- 1.25. "Collocation Space" shall mean an area of space as agreed between the parties, located in a Building to be used by KMC to house telecommunications equipment. Additionally, roof or wall space used for wireless interconnection shall be included in the definition where applicable.
- 1.26. "Common Channel Signaling (CCS)" is a method of digitally transmitting call set-up and network control data over a digital signaling network fully separate from the public switched telephone network that carries the actual call
- 1.27. "Central Office Switches" ("COs") - are switching facilities within the public switched telecommunications network, including, but not limited to.
 - 1.27.1. "End Office Switches" ("EOs") are switches from which end user Telephone Exchange Services are directly connected and offered.
 - 1.27.2. "Tandem Switches" are switches that are used to connect and switch trunk circuits between and among Central Office Switches.
 - 1.27.3. "Remote Switches" are switches that are away from their host or control office. All or most of the central control equipment for the remote switch is located at the host or control office
 - 1.27.4 Central office switches may be employed as combination end office/Tandem Office Switches (Combination Class 5/Class 4).

- 1 28. "Centrex" means a Telecommunications Service associated with a specific grouping of lines that uses central office switching equipment for call routing to handle direct dialing of calls, and to provide numerous private branch exchange-like features.
- 1.29. "Controlled Environment Vault" shall mean a below ground room other than a Central Office Building which is controlled by Sprint and which is suitable for collocation of telecommunications equipment
- 1 30. "CLASS/LASS" (Telcordia Service Mark) refers to service features that utilize the capability to forward a calling party's number between end offices as part of call setup. Features include Automatic Callback, Automatic Recall, Caller ID, Call Trace, and Distinctive Ringing.
- 1 31. "Commission" means the [insert appropriate commission].
- 1 32. "Common Transport" is the transmission facilities shared by more than one carrier, including Sprint, between end office switches, between end office switches and tandem switches in the Sprint network. Where Sprint Network Elements are connected by intra-office wiring, such wiring is provided as a part of the Network Elements and is not Common Transport. Common Transport consists of Sprint inter-office transport facilities and is distinct and separate from Local Switching.
- 1.33. "Confidential and/or Proprietary Information" has the meaning set forth in Article 11 of Part A -- General Terms and Conditions.
- 1 34. "Control Office" is an exchange carrier center or office designated as the Party's single point of contact for the provisioning and maintenance of its portion of local interconnection arrangements.
- 1.35. "Custom Calling Features" means a set of Telecommunications Service features available to residential and single-line business customers including call-waiting, call-forwarding and three-party calling.
- 1.36. "Customer Proprietary Network Information (CPNI)" is as defined in the Act
- 1.37. "Database Management System (DBMS)" is a computer process used to store, sort, manipulate and update the data required to provide selective routing and ALI.
- 1 38. "Date of Occupancy" shall mean the date on which KMC first occupies the Collocation Space pursuant to this Agreement.
- 1 39. "Dedicated Transport" is an interoffice transmission path between KMC designated locations to which KMC is granted exclusive use. As mutually agreed by the Parties, such locations may include Sprint Central Offices or other locations, KMC network components, or other carrier network components.
- 1.40 "Digital Subscriber Line Access Multiplexer" ("DSLAM") is equipment that links end-user xDSL connections to a single high-speed packet switch, typically ATM

or IP.

- 1.41. "Directory Assistance Database" refers to any subscriber record used by Sprint in its provision of live or automated operator-assisted directory assistance including but not limited to 411, 555-1212, NPA-555-1212
- 1.42. "Directory Assistance Services" provides listings to callers. Directory Assistance Services may include the option to complete the call at the caller's direction.
- 1.43. "DSLAM" refers to a Digital Subscriber Line Access Multiplexer.
- 1.44. "Duct" is a single enclosed path to house facilities to provide telecommunications services
- 1.45. "Enhanced 911 Service (E911)" means a telephone communication service which will automatically route a call dialed "9-1-1" to a designated public safety answering point (PSAP) attendant and will provide to the attendant the calling party's telephone number and, when possible, the address from which the call is being placed and the Emergency Response agencies responsible for the location from which the call was dialed
- 1.46. "Effective Date" is the date referenced in the opening paragraph on page 1 of the Agreement, unless otherwise required by the Commission.
- 1.47. "Electronic Interface" means access to operations support systems consisting of preordering, ordering, provisioning, maintenance and repair and billing functions.
- 1.48. "Emergency Response Agency" is a governmental entity authorized to respond to requests from the public to meet emergencies
- 1.49. "Emergency Service Number (ESN)" is a number assigned to the ALI and selective routing databases for all subscriber telephone numbers. The ESN designates a unique combination of fire, police and emergency medical service response agencies that serve the address location of each in-service telephone number.
- 1.50. "EMI" (Exchange Message Interface System) is the Industry standard for exchanging telecommunications message information for billable, non-billable, sample settlement and study records. The EMI is published by ATIS (Alliance for Telecommunications Industry Solutions)."
- 1.51. "Expiration Date" is the date this Agreement terminates as referenced in §3.2 of Part B.
- 1.52. "FCC" means the Federal Communications Commission.
- 1.53. "FCC Interim Intercarrier Compensation Mechanism" means the interim intercarrier compensation mechanism established by the FCC in paragraphs 77-94 of the ISP Compensation Order
- 1.54. "FCC Interconnection Order" is the Federal Communications Commission's First

Report and Order and Second Report and Order in CC Docket No. 96-98 released August 8, 1996, as subsequently amended or modified by the FCC from time to time.

- 1.55. "Grandfathered Service" means service which is no longer available for new customers and is limited to the current customer at their current locations with certain provisioning limitations, including but not limited to upgrade denials, feature adds/changes and responsible/billing party.
- 1.56. "High Frequency Spectrum Unbundled Network Element" ("HFS UNE") is defined as the frequency range above the voice band on a copper loop facility that is being used to carry analog circuit-switched voice band transmissions. The FCC's Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (rel December 9, 1999) (the "Line Sharing Order") references the voice band frequency of the spectrum as 300 to 3000 Hertz (and possibly up to 3400 Hertz) and provides that xDSL technologies which operate at frequencies generally above 20,000 Hertz will not interfere with voice band transmission
- 1.57. "Inactive Collocation Space" means the space within the central office which can be designated for physical collocation where infrastructure systems do not currently exist and must be constructed and where Active Collocation space has been exhausted. The designation of Inactive Collocation Space is applicable to space within central offices only; other Sprint Premises such as CEVs, Huts, and Vaults shall be considered Active Collocation Space.
- 1.58. "Incumbent Local Exchange Carrier (ILEC)" is as defined in the Act
- 1.59. "Inner Duct" or "Conduit" shall mean any passage or opening in, on, under, over or through the Sprint Central Office Building cable or conduit systems.
- 1.60. "Interexchange Carrier (IXC)" means a provider of interexchange telecommunications services.
- 1.61. "Indirect Traffic" means traffic which is originated by one Party and terminated to the other Party in which a third party Telecommunications Carrier provides the intermediary transiting service. Indirect traffic does not require a physical direct trunk group between the Parties.
- 1.62. "ISP-Bound Traffic," for the purposes of this Agreement, is traffic that is transmitted to or returned from the Internet at any point during the duration of the transmission between the Parties
- 1.63. "Interim Number Portability (INP)" is a service arrangement whereby subscribers who change local service providers may retain existing telephone numbers without impairment of quality, reliability, or convenience when remaining at their current location or changing their location within the geographic area served by the initial carrier's serving central office. Upon implementation of Local Number Portability, defined herein, INP services will be discontinued

- 1.64. "Line Information Data Base (LIDB)" means a Service Control Point (SCP) database that provides for such functions as calling card validation for telephone line number cards issued by Sprint and other entities and validation for collect and billed-to-third services
- 1.65. "Live load capacity" as it relates to a KMC's collocation space refers to the structural strength of the floor to support the weight of KMC's property and equipment installed in the collocated space.
- 1.66. "Local Loop" refers to a dedicated transmission path between the main distribution frame [cross-connect], or its equivalent, in a Sprint Central Office or wire center, and up to the Network Interface Device at a customer's premises, to which KMC is granted exclusive use. This includes, but is not limited to, two-wire and four-wire copper analog voice-grade loops, two-wire and four-wire loops that are conditioned to transmit the digital signals needed to provide services such as ISDN and DS1-level signals.
- 1.67. "Local Number Portability (LNP)" means the ability of users of Telecommunications Services to retain, at the same Sprint served rate center, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another
- 1.68. "Local Service Request (LSR)" means an industry standard form or a mutually agreed upon change thereof, used by the Parties to add, establish, change or disconnect local services.
- 1.69. "Local Traffic," for the purposes of this Agreement the Parties shall agree that "Local Traffic" means traffic (excluding CMRS traffic) that is originated and terminated within Sprint's local calling area, or mandatory expanded area service (EAS) area, as defined by State commissions or, if not defined by State commissions, then as defined in existing Sprint tariffs. Notwithstanding, the Parties agree that if the Commission has defined the local calling area for purposes of reciprocal compensation in an order applicable to the Parties, the Parties will abide by that order. For this purpose, Local Traffic does not include any Information Access Traffic (see FCC ISP Compensation Order); and/or telecommunications traffic exchanged by a LEC and a CMRS provider that originates and terminates within the same Major Trading Area, as defined in 47.CFR § 24.202(a). Neither Party waives its' rights to participate and fully present its' respective positions in any proceeding dealing with the compensation for Internet traffic. Until the billing-Party has the capability to identify Type 1 CMRS traffic hosted by the other Party and distinguish it from the other Party's own traffic, the Parties shall treat intra-MTA Type 1 CMRS traffic as Local Traffic (the hosting Party's traffic) for intercarrier compensation purposes.
- 1.70. "LOE" shall mean KMC-owned equipment.
- 1.71. "Multiple Exchange Carrier Access Billing (MECAB)" refers to the document

prepared by the Billing Committee of the ATIS Ordering and Billing Forum (OBF). The MECAB document contains the recommended guidelines for the billing of an access service provided to a customer by two or more providers or by one provider in two or more states within a single LATA

- 1.72. “Multiple Exchange Carrier Ordering And Design” (“MECOD”) refers to the guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECOD document, published by Telcordia as Special Report SR STS-002643, establishes recommended guidelines for processing orders for access service which is to be provided by two or more telecommunications carriers.
- 1.73. “North American Numbering Plan” (“NANP”) means the plan for the allocation of unique 10-digit directory numbers consisting of a three-digit area code, a three-digit office code, and a four-digit line number. The plan also extends to format variations, prefixes, and special code applications
- 1.74. “National Emergency Number Association (NENA)” is an association with a mission to foster the technological advancement, availability and implementation of 911 nationwide.
- 1.75. “Network Element” as defined in the Act.
- 1.76. “Number Portability” (“NP”) means the ability of users of Telecommunications Services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another.
- 1.77. “Numbering Plan Area (NPA)” (sometimes referred to as an area code) is the three-digit indicator which is designated by the first three digits of each 10-digit telephone number within the NANP. There are two general categories of NPA, “Geographic NPAs” and “Non-Geographic NPAs.” A “Geographic NPA” is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A “Non-Geographic NPA,” also known as a “Service Access Code (SAC Code)” is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas; 500, 800, 900, 700, and 888 are examples of Non-Geographic NPAs.
- 1.78. “NXX,” “NXX Code,” “NNX,” “COC,” “Central Office Code,” or “CO Code” is the three-digit switch entity indicator which is defined by the fourth, fifth and sixth digits of a 10-digit telephone number within NANP
- 1.79. “OBF” means the Ordering and Billing Forum, which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS)

- 1 80. “Operator Systems” is the Network Element that provides operator and automated call handling with billing, special services, subscriber telephone listings, and optional call completion services
- 1.81. “Operator Services” provides for:
- 1.81.1. operator handling for call completion (e.g., collect calls);
 - 1.81.2. operator or automated assistance for billing after the subscriber has dialed the called number (e.g., credit card calls); and
 - 1.81.3. special services (e.g., BLV/BLI, Emergency Agency Call).
- 1.82. “Outside Cable Duct” shall mean any space located outside the Central Office Building and owned by or under the control of Sprint through which Sprint runs its cable, conduit or other associated facilities.
- 1 83. “Parity” means, subject to the availability, development and implementation of necessary industry standard Electronic Interfaces, the provision by Sprint of services, Network Elements, functionality or telephone numbering resources under this Agreement to KMC, including but not limited to provisioning and repair intervals, at least equal in quality to those offered to Sprint, its Affiliates or any other entity that obtains such services, Network Elements, functionality or telephone numbering resources. Until the implementation of necessary Electronic Interfaces, Sprint shall provide such services, Network Elements, functionality or telephone numbering resources on a non-discriminatory basis to KMC as it provides to its Affiliates or any other entity that obtains such services, Network Elements, functionality or telephone numbering resources.
- 1.84. “P.01 Transmission Grade Of Service (GOS)” means a trunk facility provisioning standard with the statistical probability of no more than one call in 100 blocked on initial attempt during the average busy hour.
- 1 85. “Parties” means, jointly, [Insert Sprint Company Name] and KMC Telecom III, LLC and KMC Telecom V, Inc., and no other entity, affiliate or subsidiary.
- 1 86. “Party” means either [Insert Sprint Company Name] or KMC Telecom III, LLC and KMC Telecom V, Inc., and no other entity, affiliate or subsidiary
- 1 87. “Percent Local Usage (PLU)” is a calculation which represents the ratio of the local and Information Access minutes to the sum of local, Information Access and intraLATA toll minutes between exchange carriers sent over Local Interconnection Trunks. Directory assistance, BLV/BLVI, 900, and 976 transiting calls from other exchange carriers and switched access calls are not included in the calculation of PLU.

- 1.88. “Physical Point of Interconnection” (“Physical POI”) is the physical point that establishes the technical interface, the test point, and the operational responsibility hand-off between KMC and Sprint for the local interconnection of their networks.
- 1.89. “Premises” is as defined in 47 C.F.R. 51.5
- 1.90. “Pre-Order Loop Qualification” (“Loop Qualification”) is an OSS function that includes supplying loop qualification information to KMCs as part of the Pre-ordering Process. Examples of the type of information provided are:
- 1.90.1. Composition of the loop material, i.e. fiber optics, copper,
 - 1.90.2. Existence, location and type of any electronic or other equipment on the loop, including but not limited to.
 - 1.90.2.1. Digital Loop Carrier (DLC) or other remote concentration devices;
 - 1.90.2.2. Feeder/distribution interfaces;
 - 1.90.2.3. Bridge taps;
 - 1.90.2.4. Load coils;
 - 1.90.2.5. Pair gain devices; or
 - 1.90.2.6. Disturbances in the same or adjacent binders
 - 1.90.3. Loop length which is an indication of the approximate loop length, based on a 26-gauge equivalent and is calculated on the basis of Distribution Area distance from the central office,
 - 1.90.4. Wire gauge or gauges; and
 - 1.90.5. Electrical parameters
- 1.91. “Proprietary Information” shall have the same meaning as Confidential Information.
- 1.92. “Rate Center” means the geographic point and corresponding geographic area which are associated with one or more particular NPA-NXX codes which have been assigned to Sprint or KMC for its provision of Basic Exchange Telecommunications Services. The “rate center point” is the finite geographic point identified by a specific V&H coordinate, which is used to measure distance-sensitive end user traffic to/from the particular NPA-NXX designations associated with the specific Rate Center. The “rate center area” is the exclusive geographic area identified as the area within which Sprint or KMC will provide Basic Exchange Telecommunications Services bearing the particular NPA-NXX designations associated with the specific Rate Center. The Rate Center point must be located within the Rate Center area
- 1.93. “Routing Point” means a location which Sprint or KMC has designated on its own

network as the homing (routing) point for traffic inbound to Basic Exchange Services provided by Sprint or KMC which bear a certain NPA-NXX designation. The Routing Point is employed to calculate mileage measurements for the distance-sensitive transport element charges of Switched Access Services. Pursuant to Telcordia Practice BR 795-100-100, the Routing Point may be an “End Office” location, or a “LEC Consortium Point of Interconnection.” Pursuant to that same Telcordia Practice, examples of the latter shall be designated by a common language location identifier (CLLI) code with (x)MD or X(x) in positions 9, 10, 11, where (x) may be any alphanumeric A-Z or 0-9. The above referenced Telcordia document refers to the Routing Point as the Rating Point. The Rating Point/Routing Point need not be the same as the Rate Center Point, nor must it be located within the Rate Center Area, but must be in the same LATA as the NPA-NXX.

- 1 94 “Small Exchange Carrier Access Billing (SECAB)” means the document prepared by the Billing Committee of the OBF. The SECAB document, published by ATIS as Special Report SR OPT-001856, contains the recommended guidelines for the billing of access and other connectivity services.
- 1.95. “Selective Routing” is a service which automatically routes an E911 call to the PSAP that has jurisdictional responsibility for the service address of the telephone that dialed 911, irrespective of telephone company exchange or wire center boundaries.
- 1.96 “Signaling Transfer Point (STP)” means a signaling point that performs message routing functions and provides information for the routing of messages between signaling points within or between CCIS networks. A STP transmits, receives and processes CCIS messages.
- 1 97 “Splitter” is a device that divides the data and voice signals concurrently moving across the loop, directing the voice traffic through copper tie cables to the switch and the data traffic through another pair of copper tie cables to multiplexing equipment for delivery to the packet-switched network. The Splitter may be directly integrated into the DSLAM equipment or may be externally mounted.
- 1.98. “Street Index Guide (SIG)” is a database defining the geographic area of an E911 service. It includes an alphabetical list of the street names, high-low house number ranges, community names, and Emergency Service Numbers provided by the counties or their agents to Sprint.
- 1 99. “Switch” – see Central Office Switch as defined in this Part A.
- 1 100 “Synchronous Optical Network (SONET)” is an optical interface standard that allows interworking of transmission products from multiple vendors (i.e., mid-span meets). The base rate is 51.84 Mbits (OC-1/STS-1 and higher rates are direct multiples of the base rate up to 1.22 Gbps).
- 1.101. “Tandem Office Switches”, “Tandem”, and “Tandem Switching” describe Class 4 switches which are used to connect and switch trunk circuits between and among

end office switches and other tandems.

- 1.102. "Tariff" means a filing made at the state or federal level for the provision of a telecommunications service by a telecommunications carrier that provides for the terms, conditions and pricing of that service. Such filing may be required or voluntary and may or may not be specifically approved by the Commission or FCC.
- 1.103. "Tariffed Service" shall mean the interconnection of KMC's equipment and Sprint's equipment pursuant to the Sprint Access Service tariffs as filed with the Federal Communications Commission ("FCC"), or applicable state tariffs.
- 1.104. "Technically Feasible" is as defined in 47 C.F.R § 5.1.5.
- 1.105. "Telecommunications" is as defined in the Act.
- 1.106. "Telecommunications Carrier" is as defined in the Act
- 1.107. "Telecommunication Services" is as defined in the Act.
- 1.108. "Transit Service" means the delivery of Transit Traffic by Sprint or KMC, that originates or terminates on one Party's network from or to a third party Telecommunications Carrier's network, transiting through the other Party's network (the "transiting party").
- 1.109. "Transit Traffic" means traffic that originates or terminates on one Party's network from or to a third party Telecommunications Carrier's network, transiting through the other Party's network (the "transiting party").
- 1.110. "Wholesale Service" means Telecommunication Services that Sprint provides at retail to subscribers who are not telecommunications carriers as set forth in 47 USC § 251(c)(4) which Sprint provides to resellers at a wholesale rate
- 1.111. "Wire Center" denotes a building or space within a building which serves as an aggregation point on a given carrier's network, where transmission facilities and circuits are connected or switched. Wire center can also denote a building in which one or more central offices, used for the provision of Basic Exchange Services and Access Services, are located.
- 1.112. "xDSL" refers to a generic term for a new series of high speed transmission protocols, equipment, and services designed to operate over copper wire. This series includes but is not limited to ADSL, VDSL, SDSL, and others.

PART B – GENERAL TERMS AND CONDITIONS

1. SCOPE OF THIS AGREEMENT

1.1. This Agreement, including Parts A through J, specifies the rights and obligations of each party with respect to the establishment, purchase, and sale of Local Interconnection, resale of Telecommunications Services and Unbundled Network Elements. Certain terms used in this Agreement shall have the meanings defined in PART A -- DEFINITIONS, or as otherwise elsewhere defined throughout this Agreement. Other terms used but not defined herein will have the meanings ascribed to them in the Act, in the FCC's, and in the Commission's Rules and Regulations. PART B sets forth the general terms and conditions governing this Agreement. The remaining Parts set forth, among other things, descriptions of the services, pricing, technical and business requirements, and physical and network security requirements, as listed following:

PART C – General Principals

TABLE ONE – Pricing

PART D – Local Resale

PART E – Network Elements

PART F – Interconnection

PART G – Interim Number Portability

PART H – Local Number Portability

PART I – General Business Process Requirements

PART J – Reporting Standards

PART K – Collocation

1.2. Sprint shall provide the services pursuant to this Agreement. Sprint shall not discontinue any service provided or required hereunder without providing KMC prior written notice of such discontinuation of service as required by law. Sprint agrees to cooperate with KMC and/or the appropriate regulatory body in any transition resulting from such discontinuation of service and to minimize the impact to customers which may result from such discontinuance of service

1.3. Sprint will not discontinue any Network Element or Combination provided hereunder or reconfigure, reengineer or otherwise redeploy its network in a manner which affects KMC's service provided using Network Elements or Combinations provided hereunder or Telecommunications Services provided hereunder, except in connection with network changes and upgrades where Sprint: (i) complies with Sections 51.325 through 51.335 of Title 47 of the Code of Federal Regulations; (ii) with respect to

discontinued Network Elements or Combinations, cooperates with KMC and uses reasonable efforts to determine a reasonable alternative, if one exists, to the Network Element or Combination which is to be discontinued and to implement such alternative prior to discontinuance of such Network Element or Combination, and (iii) with respect to a network change, cooperates with KMC to find a reasonable alternative, if one exists, to the changed network to allow KMC to provide Telecommunications Services as if the change was not made. All technical and industry standards included in this Agreement are for illustrative purposes only and the Parties agree to abide by the most current standards. Sprint and KMC agree that all obligations undertaken pursuant to this Agreement are material obligations. All technical and industry standards included in this Agreement are intended to refer to the most current version of such standards, and the Parties agree to abide by the most current version.

1.4 Sprint shall provide notice of network changes and upgrades in accordance with §§ 51.325 through 51.335 of Title 47 of the Code of Federal Regulations.

2. REGULATORY APPROVALS

2.1. This Agreement, and any amendment or modification hereof, will be submitted to the Commission for approval in accordance with § 252 of the Act within thirty (30) days after obtaining the last required Agreement signature. Sprint and KMC shall use their best efforts to obtain approval of this Agreement by any regulatory body having jurisdiction over this Agreement. In the event any governmental authority or agency rejects any provision hereof, the Parties shall negotiate promptly and in good faith such revisions as may reasonably be required to achieve approval.

2.2. This Agreement is entered into as a result of private negotiations between the Parties. The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the texts of the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date ("Applicable Rules"). In the event of any amendment of the Act, any effective legislative action or any effective regulatory or judicial order, rule, regulation, arbitration award, dispute resolution procedures under this Agreement or other legal action purporting to apply the provisions of the Act to the Parties or in which the court, FCC or the Commission makes a generic determination that is generally applicable which revises, modifies or reverses the Applicable Rules (individually and collectively, "Amended Rules"), either Party may, by providing written notice to the other Party, require that the affected provisions of this Agreement be renegotiated in good faith and this Agreement shall be amended accordingly to reflect the pricing, terms and conditions of each such Amended Rules relating to any of the provisions in this Agreement.

2.3. Notwithstanding any other provision of this Agreement to the contrary, §0 hereof shall control. The new rates, terms or conditions thus developed or modified shall be substituted in place of those previously in effect and shall be deemed to have been effective under this Agreement as of the effective date of the written notice to renegotiate the modifications, unless otherwise ordered by the FCC, Commission or court of competent jurisdiction. Should the Parties be unable to reach agreement with respect to the applicability of such order or the resulting appropriate modifications to this

Agreement, either party may invoke the Dispute Resolution provisions of this Agreement in Section 23.

2.4. The Parties intend that any additional services requested by either Party relating to the subject matter of this Agreement will be incorporated into this Agreement by written amendment.

2.5 Each Party has incorporated by reference certain provisions of its Tariffs that govern the provision of specified services or facilities provided hereunder. If any provision of this Agreement and an applicable approved tariff cannot be reasonably construed or interpreted to avoid conflict, the provisions in this Agreement shall prevail. Wherever any FCC or Commission ordered tariff provision or rate is cited or quoted herein, it is understood that said cite encompasses any revisions or modifications to said tariff.

2.6. This section intentionally left blank.

2.7 On February 20, 2003, the FCC adopted rules concerning incumbent LECs' obligations to make elements of their networks available on an unbundled basis at its open meeting. *In the Matter of the Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, Docket No. CC 01-338. The Parties agree that any effective regulatory order, rule or regulation issued as a result of implementing said rules shall constitute a revision or modification of the Applicable Rules and either Party may request that this Agreement be amended in good faith to reflect such Amended Rules pursuant to this Section.

2.8. Each Party will provide notice to the other Party of any Tariff or filing which concerns the subject matter of this Agreement as required by Applicable Law.

3. TERM AND TERMINATION

3.1. The term of this Agreement shall commence upon the Effective Date of this Agreement and shall be effective for two (2) years from the Effective Date until _____ ("Expiration Date"), unless cancelled or terminated earlier in accordance with the terms of the Agreement. No order or request for services under this Agreement shall be processed before the Effective Date, except as may otherwise be agreed in writing between the Parties, provided CLEC has established a customer account with Sprint and has completed the Implementation Plan described in Article **Error! Reference source not found.** hereof.

3.2. In the event of either Party's material breach of any of the terms or conditions hereof, including the failure to make any undisputed payment when due, the defaulting Party shall cure such breach within sixty (60) days after written notice from the non-defaulting Party and if it does not, the non-defaulting Party may immediately terminate this Agreement in whole or in part and shall be entitled to pursue all available legal and equitable remedies for such breach.

3.2.1. Any termination of this Agreement pursuant to this Section 3.2 shall take effect immediately upon delivery of written notice to the defaulting Party that it

failed to cure such nonperformance or breach within the applicable cure period
Neither Party shall have any liability to the other Party for termination of this Agreement pursuant to this Section 3.3 other than its obligations under Sections 3.5.

3.3. KMC may terminate this Agreement in whole or in part at any time for any reason upon sixty (60) days prior written notice, except with respect to termination of any particular service(s), in which case, upon thirty (30) days prior written notice KMC's sole liability shall be payment of amounts due for services provided up to the date of termination

3.4. Termination of this Agreement for any cause shall not release either Party from any liability which at the time of termination has already accrued to the other Party or which thereafter may accrue in respect to any act or omission prior to termination or from any obligation which is expressly stated herein to survive termination, including §§ 10, 13 and 20. Upon termination of this Agreement each Party shall promptly pay all undisputed amounts owed the other Party under this Agreement

3.5 This Section intentionally left blank.

3.6. In the event of termination of this Agreement pursuant to this Sections 3.3 or 3.4, Sprint and KMC shall cooperate in good faith to effect an orderly transition of service under this Agreement to KMC or another vendor designated by KMC. Such transition period shall not exceed three (3) months in length unless it is technically infeasible, in which case the Parties will negotiate in good faith an extension thereof, and KMC agrees to continue to pay for any and all services it uses during such transition period

Notwithstanding any termination hereof, the Parties shall continue to comply with their obligations under the Act to provide interconnection.

4. POST EXPIRATION INTERIM SERVICE ARRANGEMENTS

4.1. In the event that this Agreement expires, it is the intent of the Parties to provide in this Section for post-expiration interim service arrangements between the Parties so that service to their respective end users will not be interrupted should a Successor Agreement not be consummated and the Parties are in good faith negotiations for a Successor Agreement or the Parties are in arbitration or mediation before the appropriate Commission or FCC under § 252 of the Act. Therefore, except in the case of termination as a result of either Party's default under §0 or KMC's termination under §0, Interconnection services that had been available under this Agreement and exist as of the End Date may continue uninterrupted after the End Date at the written request of either Party only under the terms of:

4.1.1 a new agreement voluntarily entered into by the Parties, pending approval by the Commission; or

4.1.2. such standard terms and conditions or tariffs approved by and made generally available by the Commission, if they exist at the time of expiration, or

- 4.1.3. an existing agreement between Sprint and another carrier, adopted by KMC for the remaining term of that agreement.

4.2. In the event that this Agreement expires under ~~§Error! Reference source not found.~~, and at the time of expiration, KMC is in good faith negotiations with Sprint on a successor agreement or the Parties are in arbitration or mediation before the appropriate Commission or FCC under §252 of the Act, the Parties shall provide each other Interconnection services after the Expiration Date under the same rates, terms and conditions as the expired Agreement.

4.3. Nothing herein shall be deemed to prevent KMC from adopting an Interconnection Agreement between Sprint and a third party pursuant to 47 CFR 51.809.

5. CHARGES AND PAYMENT

5.1 In consideration of the services provided by Sprint under this Agreement, KMC shall pay the charges set forth in Part C subject to the provisions of §0 hereof. The billing and payment procedures for charges incurred by CLEC hereunder are set forth in Part I

5.2. Sprint reserves the right to secure the account with a suitable form of security deposit in accordance with §6 of Part C.

6. AUDITS AND EXAMINATIONS

6.1. Each Party to this Agreement will be responsible for the accuracy and quality of its data as submitted to the other Party involved. Subject to each Party's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, either Party, at its own expense, may audit the other Party's books, records and other documents directly related to billing and invoicing once in any twelve (12) month period for the purpose of evaluating the accuracy of the other Party's billing and invoicing, including but not limited to billing and usage records. As used herein "Audit" shall mean a comprehensive review of services performed under this Agreement; "Examination" shall mean an inquiry into a specific element of or process related to services performed under this Agreement billed amounts. Either party (the "Requesting Party") may perform one (1) Audit per twelve (12) month period commencing with the Effective Date, with the assistance of the other Party, which will not be unreasonably withheld. The Audit period will include no more than the preceding twelve (12) month period as of the date of the Audit request, except that records or other documentation related to services provisioned during the preceding twelve (12) month period may be older than twelve (12) months and shall be included. The Requesting Party may perform Examinations as it deems necessary, with the assistance of the other Party, which will not be unreasonably withheld.

- 6.1.1 Notwithstanding the foregoing, the Requesting Party may audit the Audited Party's books, records and documents more than once annually if the previous audit found (i) previously uncorrected net variances or errors in invoices in Audited Party's favor with an aggregate value of at least

five percent (5%) of the amounts payable by Requesting Party for audited services, subject to a minimum threshold of \$250,000, provided during the period covered by the audit or (ii) non-compliance by Audited Party with any provision of this Agreement affecting Requesting Party's billing and invoicing of the services provided to Audited Party with an aggregate value of at least five percent (5%) of the amounts payable by Audited Party for audited services provided during the period covered by the audit, subject to a minimum threshold of \$250,000.

6.2. Upon thirty (30) days written notice by the Requesting Party to Audited Party, Requesting Party shall have the right through its authorized representative to make an Audit, during normal business hours, of any records, accounts and processes which contain information bearing upon the amounts billed or invoiced for the provision of services provided under this Agreement. Within the above-described thirty (30) day period, the Parties shall reasonably agree upon the scope of the Audit or Examination, the documents and processes to be reviewed, and the time, place and manner in which the Audit or Examination shall be performed. The Audited Party agrees to provide Audit or Examination support, including appropriate access to and use of Audited Party's facilities (e.g.: conference rooms, telephones, copying machines).

6.3. Each party shall bear its own expenses in connection with the conduct of the Audit or Examination. The reasonable cost of special data extraction required by the Requesting Party to conduct the Audit or Examination will be paid for by the Requesting Party. For purposes of this § 0, a "Special Data Extraction" shall mean the creation of an output record or informational report (from existing data files) that is not created in the normal course of business. If any program is developed to Requesting Party's specifications and at Requesting Party's expense, Requesting Party shall specify at the time of request whether the program is to be retained by the Audited Party for reuse for any subsequent Audit or Examination.

6.4. Adjustments, credits or payments shall be made and any corrective action shall commence within thirty (30) days from receipt of requesting Party's receipt of the final audit report to compensate for any errors or omissions which are disclosed by such Audit or Examination and are agreed to by the Parties. The Party responsible for the error or omission shall either forgo interest if they underbilled the other Party, or pay interest, as provided in Part I herein, if they were responsible for the other Party's underbilling.

6.5. Neither such right to examine and audit nor the right to receive an adjustment shall be affected by any statement to the contrary appearing on checks or otherwise, unless such statement expressly waiving such right appears in writing, is signed by the authorized representative of the party having such right and is delivered to the other party in a manner sanctioned by this Agreement

6.6. This Article 6 shall survive expiration or termination of this Agreement for a period of one (1) year after expiration or termination of this Agreement.

6.7. The rights set forth in this Article 6 are in addition to the audit rights of either Party available under other Parts of this Agreement, including Parts E, F and I

7. INTELLECTUAL PROPERTY RIGHTS

7.1 Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel. It is the responsibility of each Party to ensure, at no separate, additional cost to the other Party, that it has obtained any necessary licenses in relation to intellectual property of third parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement. For the avoidance of doubt, the foregoing sentence shall not preclude Sprint from charging CLEC for such costs as permitted under a Commission order.

7.2 The Party providing a service pursuant to this Agreement will defend the Party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving Party of such service and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 9 below.

8. LIMITATION OF LIABILITY

8.1. Neither Party shall be liable to the other for any indirect, incidental, special or consequential damages arising out of or related to this Agreement or the provision of service hereunder. Notwithstanding the foregoing limitation, a Party's liability shall not be limited by the provisions of this § 8 in the event of its willful or intentional misconduct, gross negligence, or its repeated breach of any one or more of its material obligations under this Agreement. A Party's liability shall not be limited with respect to its indemnification obligations.

9. INDEMNIFICATION

9.1. Except to the extent such damage is caused by such parties willful or intentional misconduct, or gross negligence, each Party agrees to indemnify and hold harmless the other Party from and against claims by third parties for damage to tangible personal or real property and/or personal injuries to the extent such claims arise from the negligence or willful misconduct or omission of the indemnifying Party.

9.2 KMC shall indemnify and hold harmless Sprint from all claims by KMC's subscribers, subject to §9.1.

9.3 Sprint shall indemnify and hold harmless KMC from all claims by Sprint's subscribers, subject to § 9.1.

9.4. The indemnifying Party under this Article agrees to defend any suit brought against the other Party either individually or jointly with the indemnified Party for any such loss, injury, liability, claim or demand

9.5. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which it is claimed that the indemnifying Party is responsible under this Article and to cooperate in every reasonable way to facilitate defense or settlement of claims

9.6. The indemnifying Party shall have complete control over defense of the case and over the terms of any proposed settlement or compromise thereof. The indemnifying Party shall not be liable under this Article for settlement by the indemnified Party of any claim, lawsuit, or demand, if the indemnifying Party has not approved the settlement in advance, unless the indemnifying Party has had the defense of the claim, lawsuit, or demand tendered to it in writing and has failed to promptly assume such defense. In the event of such failure to assume defense, the indemnifying Party shall be liable for any reasonable settlement made by the indemnified Party without approval of the indemnifying Party.

9.7. Subject to Section 9.1, when the lines or services of other companies and CLECs are used in establishing connections to and/or from points not reached by a Party's lines, neither Party shall be liable for any act or omission of the other companies or carriers

9.8. Intentionally left blank.

10. BRANDING

10.1. In all cases in which Sprint has control over handling of Operator and Directory Assistance Services KMC may provide using services provided by Sprint under this Agreement, Sprint shall, where technically feasible, at KMC's sole discretion and expense, brand any and all such services at all points of customer contact exclusively as KMC services, or otherwise as KMC may specify, or be provided with no brand at all, as KMC shall determine. Sprint shall provide, for KMC's review and approval, the methods and procedures, training and approaches to be used by Sprint to assure that Sprint meets KMC's branding requirements for such Operator and Directory Assistance Services. Sprint may not unreasonably interfere with branding by KMC; provided, that if there are technical limitations as to the number of ILECs that Sprint can brand for, branding will be made available to KMC hereunder on a first come, first serve basis.

10.2. KMC shall provide the exclusive interface to KMC subscribers, except as KMC shall otherwise specify. In those instances where KMC requests that Sprint personnel interface with KMC subscribers, such Sprint personnel shall inform the KMC subscribers that they are representing KMC, or such brand as KMC may specify.

10.3. Other business materials furnished by Sprint to KMC subscribers shall bear no Sprint corporate name, logo, trademark or tradename.

10.4. Except as specifically permitted by a Party, in no event shall either Party provide

information to the other Party's subscribers about the other Party or the other Party's products or services.

10.5. Within thirty (30) calendar days of request from KMC, Sprint shall share details of Sprint's training approaches related to branding with KMC to be used by Sprint to assure that Sprint meets the branding requirements agreed to by the Parties.

10.6. This Article 10 shall not confer on either Party any rights to the service marks, trademarks and/or trade names owned by or used in connection with services by the other Party, except as expressly permitted in writing by the other Party.

11. REMEDIES

11.1. Specific Performance

11.1.1. In addition to any other rights or remedies, and unless specifically provided herein to the contrary, either party may sue in equity for specific performance.

11.2. Except as otherwise provided herein, all rights of termination, cancellation or other remedies prescribed in this Agreement, or otherwise available, are cumulative and are not intended to be exclusive of other remedies to which the injured Party may be entitled at law or equity in case of any breach or threatened breach by the other Party of any provision of this Agreement, and use of one or more remedies shall not bar use of any other remedy for the purpose of enforcing the provisions of this Agreement.

12. CONFIDENTIALITY AND PUBLICITY

12.1. All information which is disclosed by one party ("Disclosing Party") to the other ("Recipient") in connection with this Agreement, or acquired in the course of performance of this Agreement, shall be deemed confidential and proprietary to the Disclosing Party and subject to this Agreement, such information including but not limited to, orders for services, usage information in any form, and CPNI as that term is defined by the Act and the rules and regulations of the FCC (collectively "Confidential Information" and/or "Proprietary Information").

12.2. During the Term of this Agreement, and for a period of three (3) year thereafter, Recipient shall

12.2.1. use it only for the purpose of performing under this Agreement,

12.2.2. hold it in confidence and disclose it only to employees or agents who have a need to know it in order to perform under this Agreement, and

12.2.3. safeguard it from unauthorized use or Disclosure using no less than the degree of care with which Recipient safeguards its own Confidential Information.

12.3. Recipient shall have no obligation to safeguard Confidential Information

12.3.1. which was in the Recipient's possession free of restriction prior to its

receipt from Disclosing Party,

12.3.2. which becomes publicly known or available through no breach of this Agreement by Recipient,

12.3.3. which is rightfully acquired by Recipient free of restrictions on its Disclosure, or

12.3.4 which is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential Information had not been previously disclosed.

12.4 Recipient may disclose Confidential Information if required by law, a court, or governmental agency, provided that Disclosing Party has been notified of the requirement promptly after Recipient becomes aware of the requirement, and provided that Recipient undertakes all lawful measures to avoid disclosing such information until Disclosing Party has had reasonable time to obtain a protective order or other relief. Recipient agrees to comply with any protective order that covers the Confidential Information to be disclosed.

12.5. Each Party agrees that in the event of a breach of this §12 by Recipient or its representatives or agents, Disclosing Party shall be entitled to equitable relief, including injunctive relief and specific performance. Such remedies shall not be exclusive, but shall be in addition to all other remedies available at law or in equity.

12.6. CPNI related to KMC's subscribers obtained by virtue of Local Interconnection or any other service provided under this Agreement shall be KMC's Proprietary Information and may not be used by Sprint for any purpose except performance of its obligations under this Agreement, and in connection with such performance, shall be disclosed only to employees with a need to know, unless the KMC subscriber expressly directs KMC to disclose such information to Sprint pursuant to the requirements of Section 222(c)(2) of the Act. If Sprint seeks and obtains written approval to use or disclose such CPNI from KMC's subscribers, such approval shall be obtained only in compliance with Section 222(c)(2) of the Act and, in the event such authorization is obtained, Sprint may use or disclose only such information as KMC provides pursuant to such authorization and may not use information that Sprint has otherwise obtained, directly or indirectly, in connection with its performance under this Agreement. CPNI related to Sprint's subscribers obtained by virtue of Local Interconnection shall be Sprint's Proprietary Information and may not be used by KMC for any purpose except performance of its obligations under this Agreement, and in connection with such performance shall be disclosed only to employees with a need to know, unless the Sprint subscriber expressly directs Sprint to disclose such information to KMC pursuant to the requirements of Section 222(c)(2) of the Act. If KMC seeks and obtains written approval to use or disclose such CPNI from Sprint's subscribers, such approval shall be obtained only in compliance with Section 222(c)(2) of the Act and, in the event such authorization is obtained, KMC may use or disclose only such information as Sprint provides pursuant to such authorization and may not use information that KMC has otherwise obtained, directly or indirectly, in connection with its performance under this Agreement.

12.7 Unless otherwise agreed, neither Party shall publish or use the other Party's logo,

trademark, service mark, name, language, pictures, symbols or words from which the other Party's name may reasonably be inferred or implied in any product, service, advertisement, promotion, or any other publicity matter, except that nothing in this paragraph shall prohibit a Party from engaging in valid comparative advertising. This §0 shall confer no rights on a Party to the service marks, trademarks and trade names owned or used in connection with services by the other Party or its Affiliates, except as expressly permitted by the other Party

12.8. Neither Party shall produce, publish, or distribute any press release nor other publicity referring to the other Party or its Affiliates, or referring to this Agreement, without the prior written approval of the other Party, except to the extent that the information being distributed is public information. Each party shall obtain the other Party's prior approval before discussing this Agreement in any press or media interviews. In no event shall either Party mischaracterize the contents of this Agreement in any public statement or in any representation to a governmental entity or member thereof.

Except as otherwise expressly provided in this §12, nothing herein shall be construed as limiting the rights of either Party with respect to its customer information under any applicable law, including without limitation §222 of the Act

13. WARRANTIES

13.1. Sprint agrees that Interconnection must be provided in a competitively neutral fashion, at any technically feasible point within its network as stated in this Agreement and that such interconnection must contain all the same features, functions and capabilities, and be at least equal in quality to the level provided by Sprint to itself, its Affiliates, and other telecommunications carriers.

13.2. Sprint agrees that it shall provide to KMC on a nondiscriminatory basis unbundled Network Elements and ancillary services as set forth in this Agreement and the operations support systems as set forth in this Agreement. Sprint further agrees that these services, or their functional components, must contain all the same features, functions and capabilities and be provided at a level of quality at least equal to the level which it provides to itself, its Affiliates, and other telecommunications carriers.

13.3. The Parties shall provide, in a competitively neutral fashion, INP and LNP as set forth herein and in accordance with the applicable rules, regulations and orders of the FCC and this Commission.

13.4. Sprint agrees that it shall provide to KMC, in a competitively neutral fashion, dialing parity for local exchange service and interexchange service pursuant to the applicable rules, regulations and orders of the state regulatory body and the FCC in effect

13.5. Sprint agrees that order entry, provisioning, installation, trouble resolution, maintenance, billing, and service quality with respect to Local Resale must be provided at least as expeditiously as Sprint provides for itself or for its own retail local service or to others, or to its Affiliates, and that it shall provide such services to KMC in a competitively neutral fashion

14. ASSIGNMENT AND SUBCONTRACT

14.1 Neither Party hereto may assign or otherwise transfer its rights or obligations under this Agreement, except with the prior written consent of the other Party hereto, which consent shall not be unreasonably withheld; provided, however, that, so long as the performance of any assignee is guaranteed by the assignor, either Party may assign its rights and delegate its benefits, duties and obligations under this Agreement, without the consent of the other Party, to any Affiliate of such Party. Each Party shall notify the other in writing of any such assignment. Nothing in this Section is intended to impair the right of either Party to utilize subcontractors. Thereafter, the successor Party shall be deemed CLEC or Sprint and the original Party shall be relieved of such obligations and duties, except for matter arising out of events occurring prior to the date of such undertaking.

14.2. Notwithstanding the above, should Sprint sell or trade substantially all the assets in an exchange or group of exchanges that Sprint uses to provide Telecommunications Services, then Sprint will assign the portions of this Agreement for those exchanges/markets where KMC is actually interconnecting and providing Telecommunications Services. Sprint may terminate this Agreement in whole in part as to any particular exchange or group of exchanges where KMC is not actually interconnecting and providing Telecommunications Services upon sixty (60) days prior written notice, but in any event, Sprint shall make reasonable efforts to assist KMC in a reasonably seamless transition to the acquiring provider. The Parties agree to abide by any applicable Commission Order

15. GOVERNING LAW

15.1 This Agreement shall be governed by and construed in accordance with the Act, the FCC's Rules and Regulations and orders of the Commission, except insofar as state law may control any aspect of this Agreement, in which case the domestic laws of the Commission's state, without regard to its conflicts of laws principles, shall govern.

16. RELATIONSHIP OF PARTIES

16.1 It is the intention of the Parties that each Party shall be an independent contractor and nothing contained herein shall constitute the Parties as joint venturers, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other.

17. NO THIRD PARTY BENEFICIARIES

17.1 The provisions of this Agreement are for the benefit of the Parties hereto and not for any other person, and this Agreement shall not provide any person not a party hereto with any remedy, claim, liability, reimbursement, right of action, or other right in excess of those existing without reference hereto. This shall not be construed to prevent Carrier from providing its Telecommunications Services to other carriers

18. NOTICES

18.1. Except as otherwise provided herein, all notices or other communication hereunder shall be deemed to have been duly given when made in writing and delivered in person or deposited in the United States mail, certified mail, postage prepaid, return receipt requested and addressed as follows

If to Sprint: Director
Local Carrier Markets
Sprint
6480 Sprint Parkway
KSOPHM0310-3A453
Overland Park, KS 66251

If to CLEC: KMC Telecom Holdings, Inc
Interconnection Contract Mgmt
Attn: Marva Brown Johnson
1755 North Brown Road
Lawrenceville, Georgia 30043
Tel (678) 985-7900
Fax (678) 985-6213
Email marva.johnson@kmctelecom.com

with a [insert Sprint local POC]
copy to

With a KMC Telecom Holdings, Inc
Copy Office of General Counsel / Legal Affairs
to Attn: Riley Murphy
1545 Route 206
Bedminster, New Jersey 07921
Tel. (908) 470-2100
Fax: (908) 719-8776
Email: riley.murphy@kmctelecom.com

18.2. If delivery, other than certified mail, return receipt requested, is used to give notice, a receipt of such delivery shall be obtained and the notice shall be effective when received. If delivery via certified mail, return receipt requested, is used, notice shall be effective when sent. The address to which notices or communications may be given to either Party may be changed by written notice given by such Party to the other pursuant to this §18.

19. WAIVERS

19.1 No waiver of any provisions of this Agreement and no consent to any default under this Agreement shall be effective unless the same shall be in writing and properly executed by or on behalf of the Party against whom such waiver or consent is claimed

19.2. No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement in any instance shall be construed as a general waiver or relinquishment of such term, right or condition

19.3. Waiver by either party of any default by the other Party shall not be deemed a waiver of any other default

20. SURVIVAL

20.1 Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect to any act or omission occurring prior to the termination or from an obligation which is expressly stated in this Agreement to survive termination including but not limited to §§ 5, 5, 6, 7, 8, 12, 17, 19, and 22.

21. **FORCE MAJEURE**

21.1. Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, strikes, work stoppage affecting a supplier or unusually severe weather conditions (individually or collectively, a “**Force Majeure Event**”) No delay or other failure to perform shall be excused pursuant to this §21 unless delay or failure and consequences thereof are beyond the reasonable control and without the fault or negligence of the Party claiming excusable delay or other failure to perform. If a Force Majeure Event shall occur, the Party affected shall give prompt notice to the other Party of such Force Majeure Event specifying the nature, date of inception and expected duration of such Force Majeure Event, whereupon such obligation or performance shall be suspended to the extent such Party is affected by such Force Majeure Event during the continuance thereof or be excused from such performance depending on the nature, severity and duration of such Force Majeure Event (and the other Party shall likewise be excused from performance of its obligations to the extent such Party’s obligations relate to the performance so interfered with). The affected Party shall use its reasonable efforts to avoid or remove the cause of nonperformance and the Parties shall give like notice and proceed to perform with dispatch once the causes are removed or cease. Subject to §3 hereof, in the event of any such excused delay in the performance of a Party’s obligation(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay. In the event of such delay, the delayed Party shall perform its obligations at a performance level no less than that which it uses for its own operations. In the event of such performance delay or failure by Sprint, Sprint agrees to resume performance in a nondiscriminatory manner and not favor its own provision of Telecommunications Services above that of KMC.

22. **GENERAL DISPUTE RESOLUTION**

22.1. The Parties recognize and agree that the Commission has continuing jurisdiction to implement and enforce all terms and conditions of this Agreement. Accordingly, the Parties agree that any dispute arising out of or relating to this Agreement that the Parties themselves cannot resolve may be submitted to the Commission for resolution. If the Parties are unable to resolve the dispute as provided herein, the Parties agree to seek expedited resolution by the Commission, and shall request that resolution occur in no event later than sixty (60) days from the date of submission of such dispute. If the Commission appoints an expert(s) or other facilitator(s) to assist in its decision-making, each party shall pay half of the fees and expenses so incurred. The Commission may

direct payment of any or all charges, plus applicable interest fees, to be paid to either Party. During the Commission proceeding each Party shall continue to perform its obligations under this Agreement provided, however, that neither Party shall be required to act in any unlawful fashion. This provision shall not preclude the Parties from seeking relief available in any other forum.

22.2. If any matter, other than a billing dispute, is subject to a bona fide dispute between the Parties, the disputing Party shall, within thirty (30) days after the party would have reasonably discovered the event giving rise to the dispute, give written notice to the other Party of the dispute and include in such notice the specific details and reasons for disputing each item.

22.2.1. If the Parties are unable to resolve the issues related to the dispute in the normal course of business within forty-five (45) days after delivery of notice of the Dispute to the other Party, the dispute shall be escalated to a designated representative who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives, provided, however, that all reasonable requests for relevant information made by one Party to the other Party shall be honored.

22.2.2. If the Parties are unable to resolve the dispute within forty-five (45) days after the Parties' appointment of designated representatives pursuant to §22.3.1, then either Party may file a complaint with the Commission or Court of competent jurisdiction pursuant §22.2 above to resolve such issues or proceed with any other remedy pursuant to law or equity.

22.3. Nothing in this §22 shall be construed to preclude or limit either Party from seeking immediate injunctive relief from a court or agency with competent jurisdiction to the extent it deems necessary.

23. NON-DISCRIMINATORY TREATMENT

23.1. Sprint shall make available, pursuant to 47 USC § 252(i) and the FCC rules and regulations regarding such availability, to KMC, at the same rates, and on the same terms and conditions, any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252. The adopted interconnection, service, or network element and agreement shall apply to the same states as such other agreement and for the identical term of such other agreement. The adopted rates, terms, and conditions shall be effective as of the date the Parties sign an agreement or amendment incorporating such adopted rates, terms, or conditions.

23.2. Notwithstanding the above, the MFN Obligations shall not apply to any service as to which Sprint has established before the Commission, or otherwise established to the reasonable satisfaction of KMC, that:

23.2.1. The costs of providing the interconnection arrangement, resale of Telecommunications Services, or category of Network Elements to KMC are greater than the costs of providing same to the Telecommunications Carrier that originally negotiated such agreement,

23 2.2 The provision of a particular interconnection arrangement, resale of Telecommunications Services, or category of Network Elements to KMC is not technically feasible;

23 2 3 Pricing is provided to a third party for a cost-based term or cost-based volume discount offering and KMC seeks to adopt the cost-based term or cost-based volume discount price without agreeing to all or substantially all of the terms and conditions of the cost-based term or cost-based volume discount offering;

23.2.4. Pricing is provided to a third party on a dissimilar (*e.g.*, deaveraged vs. averaged price) basis, KMC may only elect to amend this Agreement to reflect all such differing pricing (but not less than all) by category of Network Element or resale of Telecommunications Services in its entirety, contained in such third party agreement; or

23.2 5 Interconnection arrangement, resale of Telecommunications Services, or Network Elements are provided to a third party in conjunction with material terms or conditions related to functionality that directly impact the provisioning of said service and KMC seeks to adopt such interconnection arrangement, resale of Telecommunications Services, or Network Elements without inclusion of all or substantially of all said material terms or conditions.

24. COOPERATION ON FRAUD

24.1. The Parties agree that they shall cooperate with one another to investigate, minimize and take corrective action in cases of fraud. The Parties' fraud minimization procedures are to be cost effective and implemented so as not to unduly burden or harm one party as compared to the other.

25. TAXES

25.1 Any Federal, state or local excise, license, sales, use, or other taxes or tax-like charges (excluding any taxes levied on income) resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under applicable law, even if the obligation to collect and remit such taxes is placed upon the other Party. Any such taxes shall be shown as separate items on applicable billing documents between the Parties. The Party obligated to collect and remit taxes shall do so unless the other Party provides such Party with the required evidence of exemption. The Party so obligated to pay any such taxes may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery, provided that such party shall not permit any lien to exist on any asset of the other party by reason of the contest. The Party obligated to collect and remit taxes shall cooperate fully in any such

contest by the other Party by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest

26. AMENDMENTS AND MODIFICATIONS

26.1. No provision of this Agreement shall be deemed waived, amended or modified by either party unless such a waiver, amendment or modification is in writing, dated, and signed by both Parties.

27. SEVERABILITY

27.1. Subject to § 0, if any part of this Agreement is held to be invalid for any reason, such invalidity will affect only the portion of this Agreement which is invalid. In all other respects this Agreement will stand as if such invalid provision had not been a part thereof, and the remainder of the Agreement shall remain in full force and effect.

28. HEADINGS NOT CONTROLLING

28.1. The headings and numbering of Articles, Sections, Parts and Parts in this Agreement are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

29. ENTIRE AGREEMENT

29.1. This Agreement, including all Parts and Parts and subordinate documents attached hereto or referenced herein, all of which are hereby incorporated by reference herein, constitute the entire matter thereof, and supersede all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter thereof.

30. COUNTERPARTS

30.1. This Agreement may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument

31. SUCCESSORS AND ASSIGNS

31.1. This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns.

32. IMPLEMENTATION OF THE AGREEMENT

32.1. This Agreement sets forth the overall standards of performance for services, processes, and systems capabilities that the Parties will provide to each other, and the intervals at which those services, processes and capabilities will be provided. The Parties understand that the arrangements and provision of services described in this Agreement shall require technical and operational coordination between the Parties. Accordingly,

the Parties agree to form a team (the "Implementation Team") that shall develop and identify those processes, guidelines, specifications, standards and additional terms and conditions necessary to support and satisfy the terms set forth in this Agreement and implement each Party's obligations hereunder, both initially and for the term of the Agreement. Each Party shall designate no more than four (4) persons to be permanent members of the Implementation Team; provided that either Party may include in meetings or activities such technical specialists or other individuals as may be reasonably required to address a specific task, matter or subject. Each Party may replace its representatives by delivering written notice thereof to the other Party. Further, the Parties agree that prior to this Agreement, members of the Implementation Team were identified and they have been engaged in joint efforts to identify and implement business process improvements.

32.2. The Implementation Team shall develop a plan for implementation of this Agreement (the "Implementation Plan") and implement the plan within one hundred twenty (120) days of the Effective Date of this Agreement.

32.3. If the Implementation Team is unable to agree upon any of the matters to be included in the Implementation Plan, then either Party may invoke the procedures set forth in Part B, Section 22.

4. INTERCONNECTION AND RECIPROCAL COMPENSATION

- 4.1. All combined Local Traffic and Information Access Traffic delivered to one Party by the other Party that does not exceed a 3:1 ratio of terminating to originating minutes of use, on a state-wide basis, is presumed to be Section 251(b)(5) Traffic ("Local Traffic"). All combined Local Traffic and Information Access Traffic delivered to a Party that exceeds a 3:1 ratio of terminating to originating traffic minutes of use, on a state-wide basis, is presumed to be Information Access Traffic. This presumption may be rebutted by either Party consistent with the provisions of the FCC's *Order on Remand and Report and Order*, FCC 01-131, CC Dockets No. 96-98 and 99-68, adopted April 18, 2001 (the "ISP Compensation Order").
- 4.2. Tandem Switching
- 4.2.1. The Parties agree that, for purposes of this Agreement KMC's switch shall be considered to serve a geographic area comparable to the geographic area served by Sprint's local tandem switch (the "Sprint Switch Service Area") within the meaning of FCC Rule 51.711(a)(3) (47 C.F.R. § 51.711(a)(3)) and any applicable state law. KMC has provided a letter of self-certification that it serves a geographic area comparable to the geographic area served by Sprint's tandem switch. Sprint has reviewed KMC's self-certification and agrees that for purposes of this Amendment No. 1, KMC meets the geographic comparability requirements set forth in FCC Rule 51.711(a)(3) (47 C.F.R. § 51.711(a)(3)) and applicable state law.

Or Alternative language:

- 4.2.1 Charges billed to Sprint by CLEC for the transport and termination of Local Telecommunications Traffic will be equal to those that Sprint assesses the CLEC for the same services. Where CLEC is interconnected at a Sprint tandem and Sprint delivers its traffic to CLEC directly from an end office, Sprint shall pay CLEC end office termination. Where CLEC is interconnected at a Sprint tandem and Sprint delivers its traffic to CLEC from the tandem and the CLEC switch serves a geographical area greater than or equal to the area served by the Sprint tandem, Sprint shall pay CLEC for Tandem Switching, common transport, and end-office termination. If the CLEC switch serves a geographical area less than the area served by the Sprint tandem, Sprint shall pay CLEC end-office termination.
- 4.2.2 The parties agree that, for purposes of this Agreement, and expressly subject to the change of law provisions contained in the Agreement (if any) KMC's switch shall be considered to serve a geographic area

comparable to the geographic area served by Sprint's local tandem switch (the "Sprint Switch Service Area") within the meaning of FCC Rule 51.711(a)(3) (47 C.F.R. § 51.711(a)(3)) and applicable state law. The parties further agree that KMC's self-certification of the fact that it meets the geographic comparability requirements set forth in FCC Rule 51.711(a)(3) (47 C.F.R. § 51.711(a)(3)) is based on the fact that KMC's meets the following conditions.

4.2.3 KMC has deployed a switch, and has opened NPA/NXXs for the purpose of providing service in some or all of the exchanges located within the geographic area claimed to be served by KMC's switch (the "KMC Switch Service Area"), and

4.2.3.1 KMC's provision of service within KMC's Switch Service Area is accomplished using either

4.2.3.2 its own facilities, or

4.2.3.3 a combination of its own facilities and facilities leased from Sprint and/or a third entity, and

4.2.3.4 the KMC Switch Service Area and the Sprint Switch Service Area are similar in size and/or population coverage, *provided that*.

4.2.3.4.1 the KMC Switch Service Area and the Sprint Switch Service Area need not coincide; and

4.2.3.4.2 the KMC Switch Service Area need not be entirely within the service territory of Sprint; and

4.2.3.4.3 the KMC Switch Service Area need not incorporate very sparsely populated areas or largely uninhabited areas such as lakes, nature preserves, or swamps, even if such areas are served by Sprint in accordance with its obligations as the "carrier of last resort."

4.3. The Parties agree that by executing this Agreement and carrying out the intercarrier compensation rates, terms and conditions herein, neither Party waives any of its rights, and expressly reserves all of its rights, under the ISP Compensation Order.

4.4 Local Traffic Rate

4.4.1. The rates to be charged for the exchange of Local Traffic are the rates set forth in Table One:

End Office.

Tandem Switching:
Common Transport
Combined Tandem Rate:

4.5 Information Access

4 5.1 Consistent with Sprint's election of the FCC Interim Intercarrier Compensation Mechanism, Information Access Traffic is not considered Local Traffic subject to reciprocal compensation, but is instead traffic subject to compensation as described by the FCC Interim Intercarrier Compensation Mechanism. Information Access Traffic will be compensated at the rates established by the FCC.

4 5 1.1. The terminating Party will bill the originating Party a rate of \$0.0010 per MOU for Information Access Traffic delivered to the terminating Party through June 13, 2003.

4 5 1 2. The terminating Party will bill the originating Party a rate of \$0.0007 per MOU for Information Access Traffic delivered to the terminating Party, beginning on June 14, 2003 and through the termination of this Agreement.

4 6. Notwithstanding anything to the contrary, the volume of Information Access Traffic for which one Party may bill the other is subject to a growth cap. The growth cap will be applied as follows:

4.6.1 To determine the base-line for compensation purposes calculate the number of Information Access Traffic minutes for which each Party was compensated during the first quarter of 2001, multiply times four and multiply that number by a ten percent (10%) growth factor (1.10)

4.6.2. In 2002, the Parties will compensate each other for Information Access Traffic up to a ceiling equal to the number of Information Access minutes for which each Party was compensated during 2001 on an annualized basis, plus an additional ten percent growth factor (1.10)

4 6.3. In 2003 and through the term of the Agreement, the Parties will compensate each other for Information Access Traffic up to the number of Information Access Traffic minutes for which each Party was compensated during 2002.

4 7 If at any point Sprint no longer offers to terminate Local Traffic or Information Access Traffic at the FCC Rates set forth in this §4 for any carrier, including but not limited to CLECs and CMRS providers, Sprint shall notify KMC immediately of this choice and the rate of Information Access Traffic termination going forward shall be the rate for reciprocal

compensation for Local Traffic as set forth in Table One of the Agreement. If the Parties are unable to agree on whether Sprint is offering to exchange traffic as described in this Part C, they shall invoke the dispute resolution procedures in the Agreement

- 4.8. Compensation for the termination of toll traffic and the origination of 800 traffic between the interconnecting parties shall be based on the applicable access charges in accordance with FCC and Commission Rules and Regulations and consistent with the provisions of Part F of this Agreement.
- 4.9. For, non-ISP bound, calls terminated to end users outside the local calling in which their NPA/NXXs are homed are not local calls for purposes of intercarrier compensation and Sprint shall not be obligated to pay reciprocal compensation for such traffic.
- 4.10 The Parties reserve the right to raise the appropriate treatment of Voice Over Internet Protocol (VOIP) traffic under the Dispute Resolution provisions of this. The Parties further agree that this Agreement shall not be construed against either Party as a "meeting of the minds" that VOIP traffic is or is not local traffic subject to reciprocal compensation. Both Parties reserve the right to advocate their respective positions before state or federal commissions whether in bilateral complaint dockets, arbitrations under Sec. 252 of the Act, commission established rulemaking dockets, or in any legal challenges stemming from such proceedings
- 4.11. Compensation for the termination of toll traffic and the origination of 8yy traffic between the interconnecting parties shall be based on the applicable access charges in accordance with FCC and Commission Rules and Regulations and consistent with the provisions of Part F of this Agreement. A call placed on a non-local basis (e.g., a toll call or 8yy call) to an ISP customer of either Party shall not be treated as an ISP-Bound Traffic for compensation purposes, but instead shall be treated as a conventional voice call.
- 4 12 Where a toll call is completed through Sprint's Interim Number Portability ("INP") arrangement (e.g., remote call forwarding) to KMC's subscriber, KMC shall be entitled to applicable access charges in accordance with the FCC and Commission Rules and Regulations.
- 4.13. KMC shall pay a transit rate, comprised of the tandem switching rate elements, as set forth in Table One of this Part when KMC uses a Sprint access tandem to terminate a local call to a third party Local Exchange Carrier ("LEC") or another CLEC. Sprint shall pay KMC a transit rate equal to the Sprint rate referenced above when Sprint uses a KMC switch to terminate a local call to a third party LEC or another CLEC
- 4.14. Each Party will identify the Percent Local Usage (PLU) factor as defined herein on each interconnection order, for compensation purposes. Either

Party may request a traffic study as documentation of the PLU at any time to verify the factor. Should the documentation indicate that the factor is inaccurate, the Parties agree that any changes will be retroactive to the period covered by the study, but no more than twelve (12) months. Should the documentation indicate it is warranted such change in the factor may be back to the effective date of the Agreement. For non-local traffic, the Parties agree to exchange traffic and compensate one another based on the rates and elements included in each party's access tariffs. The Parties will transmit calling party number (CPN) as required by FCC rules (47 C F R 64 1601).

4.14.1. To the extent technically feasible, each Party will transmit calling party number (CPN) or appropriate signaling information for each call being terminated on the other's network. If the percentage of calls transmitted with CPN is greater than 90%, all calls exchanged without CPN will be billed as local or intrastate in proportion to the MOUs of calls exchanged with CPN. If the percentage of calls transmitted with CPN is less than 90%, all calls transmitted without CPN will be billed as intraLATA toll traffic.

4.14.2. Common Channel Signaling: Both Parties will provide LEC to LEC Common Channel Signaling ("CCS") to each other, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided including automatic number identification ("ANI"), originating line information ("OLI") calling company category, charge number, etc.

PART C - GENERAL PRINCIPLES

1. USE OF FACILITIES.

- 1.1. When an End User changes or withdraws authorization from its LEC, each Party shall release End User-specific facilities belonging to Sprint in accordance with the End User's direction or that of the End User's authorized agent. To reclaim the facilities in situations where KMC has the use of the facilities (i.e., local loop) to a specific End User premise, either through resale of local service or the lease of the local loop as an Unbundled Network Element, the following will apply:
 - 1.1.1. Sprint shall notify in writing via email or fax the designated KMC contact for service provisioning that it has had a request for service at the premise location that is currently being served by KMC;
 - 1.1.2. If available to Sprint, Sprint shall include the name and address of the party receiving service at such locations, but at a minimum shall provide local service address location information;
 - 1.1.3. So long as Sprint follows the methods prescribed by the FCC for carrier change verification with the customer at the premises involved and absent valid written confirmation that KMC remains the End Users authorized LEC, Sprint shall be free to use the facilities in question upon the expiration of 24 hours following the initial written notification from Sprint to KMC and Sprint shall issue a disconnect order with respect to the KMC service at that location.
- 1.2. When an End User changes or withdraws authorization from another (third party) CLEC as confirmed by KMC, Sprint will work cooperatively with KMC to obtain release of End User-specific facilities belonging to Sprint from the third party carrier at Party
- 1.3. Both Parties agree it will, and will cause each of its agents, employees, representatives and Affiliates, to use such End User Proprietary Information only to perform its obligations under this Agreement or to use services provided by the Disclosing Party hereunder and for no other purpose, including its own marketing purposes.

2. PRICE SCHEDULE

- 2.1. All rates and/or prices under this agreement are set forth in Table One of this Part C.
- 2.2. All rates provided under this Agreement shall remain in effect for the term of this Agreement unless they are not in accordance with all applicable provisions of the Act, the Rules and Regulations of the FCC, or the Commission's orders, rules and regulations, including such Commission order(s) that result from a generic docket relating to Incumbent Local Exchange Carrier ("ILEC") costing/pricing or from a docket relating specifically to Sprint's costing/pricing, in which case Part B.

Section 2 shall apply. The Parties agree to abide by any Commission order, applicable to Sprint, addressing any rates, and the application of rates, relevant to this Agreement.

- 2.3. Except as otherwise specified in this Agreement, Sprint shall be responsible for all costs and expenses it incurs in: (i) complying with and implementing its obligations under this Agreement, the Act, and the rules, regulations and orders of the FCC and the Commission; and (ii) the development, modification, technical installation and maintenance of any systems or other infrastructure which it requires to comply with and to continue complying with its responsibilities and obligations under this Agreement; provided, however, that Sprint may impose charges for additional service to be provided under this Agreement by amendment to this Part C consistent with this Agreement.

- 2.4. Sprint shall offer rates to KMC in a non-discriminatory manner in accordance with Part B, §§ 2, 13 and 23. Sprint must be able to bill any contracted rate in the Agreement within sixty (60) days, or two (2) bill cycles, of the rate change, Agreement or amended Agreement, with true-up completed within ninety (90) calendar days following the effective date of such rate change. If system changes are required to implement the new rates, the Parties agree to negotiate a mutually agreeable timeframe for the changes to be implemented. As part of that negotiation and prior to the change taking place, the Parties will agree upon a true-up timeframe, unless otherwise ordered by a State or Federal Commission.

3. LOCAL SERVICE RESALE

- 3.1. The recurring and nonrecurring rates pursuant to which KMC is to purchase Telecommunications Services from Sprint for resale shall be at a discount rate (i.e. Base Line Resale Discount) off of the retail rate for the Telecommunications Service. The discount rates that KMC shall pay are as set forth in Table One of this Part and shall be applied consistent with the provisions of Part D of this Agreement. Such discount shall reflect the costs avoided by Sprint, using the avoided cost methodology set forth by the FCC, when selling a service for wholesale purposes.

4. INTERCONNECTION AND RECIPROCAL COMPENSATION [10/17/2003 – SEE SEPARATE DOCUMENT WITH REDLINES--- TO BE MOVED TO PART F WHEN COMPLETE--- THIS SECTION WILL BE INTENTIONALLY LEFT BLANK.]

5. UNBUNDLED NETWORK ELEMENTS

- 5.1. The charges that CLEC shall pay to Sprint for Unbundled Network Elements are set forth in Table One of this Part C.

6. SECURITY DEPOSIT

- 6.1. Each Party reserves the right to secure the account with a suitable form of security.

deposit, unless good credit history has already been established by the other Party. A Party providing services may request one (1) security deposit which shall be calculated as set forth below in §§7.2 through 7 10, inclusive:

- 6.1.1. For the purposes of this §7, where the Party requesting services has existing local service operations with the Party providing services prior to the Effective Date of this Agreement, the term “good credit history” shall mean that the Party requesting services has received no more than two (2) valid past due notices for undisputed amounts owed to the Party providing services in a state within the past twelve (12) consecutive month period
- 6.1.2. For the purposes of this §7, if the Party requesting services has no local service operations with the Party providing services in any territory prior to the Effective Date of this Agreement or has less than twelve (12) consecutive months service, the Party providing services shall consider the Party requesting services payment history to date, credit rating, publicly available financial data, and/or any other material supplied by the Party requesting services in determining whether “good credit history” has been established.
- 6.1.3. For purposes of this §7, a past due notice or delinquency notice shall be considered “valid” if (i) the Party providing services has in fact not received the amounts for which the notice is issued, (ii) the Party providing services has properly issued that notice in accordance with the notification procedures of this Agreement; and (iii) the amounts for which the notice is issued have not been disputed by the Party receiving services
- 6.2. Such security deposit shall take the form of cash or cash equivalent, a revocable letter of credit, surety bond or other forms of security acceptable to the Party receiving services.
- 6.3. If KMC has not established good credit history with the Party providing services and all affiliates of the Party providing services where the Party requesting services is doing or has done business as a local service provider, the Party requesting services shall remit an initial deposit to the Party providing services prior to inauguration of service. If the deposit relates to an existing account, the security deposit will be made prior to acceptance by the Party providing services of additional orders for service
- 6.4. Such security deposit shall be the lesser of (i) one (1) months' estimated billings as forecasted by KMC, or (ii) one (1) month's average bill, determined based on the monthly average of the previous twelve (12) months of undisputed charges billed from Sprint for existing accounts. The security deposit will be subject to a minimum deposit level of \$10,000.
- 6.5. The fact that a security deposit has been made in no way relieves the Party requesting services from complying with the Party providing services regulations as to advance payments and the prompt payment of undisputed bills on presentation, nor does it constitute a waiver or modification of the regular

practices of the Party providing services providing for the discontinuance of service for non-payment of any undisputed sums due Party providing services.

- 6.6 If the Party requesting services has established a good credit history with the Parties providing services and affiliates of the Party providing services with which the Party requesting services is doing or has done business as a Local Service Provider, the Party providing services shall waive the initial deposit requirement; provided, however, that the terms and conditions set forth in §§7.1 through 7.5 of this Part C shall continue to apply for the Term
- 6.7. Any security deposit shall be held by the Party providing services as a guarantee of payment of any charges for carrier services billed to the Party requesting services, provided, however, the Party providing services may exercise its right to credit any cash deposit to the Party requesting services' account, or to demand payment from the issuing bank or bonding company of any revocable bank letter of credit, upon the occurrence of any one of the following events:
 - 6.7.1. when the Party requesting services undisputed balances due to the Party providing services that are more than sixty (60) days past due and written notice has been sent to the Party requesting services with thirty (30) days to cure; or
 - 6.7.2. when the Party requesting services files for protection under the bankruptcy laws; or
 - 6.7.3. when an involuntary petition in bankruptcy is filed against the Party requesting services and is not dismissed within sixty (60) days; or
 - 6.7.4. when this Agreement expires or terminates.
- 6.8. Any security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service. Cash or cash equivalent security deposits will be returned to the Party requesting services during the month following the expiration of six (6) months after the deposit was remitted. The Party providing services shall credit any cash deposit to the Party requesting services's account so long as the Party requesting services has not been sent more than one delinquency notification letter during the most recent six (6) months.
 - 6.8.1 For the purposes of this §7, interest will be calculated as specified in Part I, §(tbd) and shall be credited to the Party requesting services's account at the time that a cash deposit is credited to the Party requesting services's account.
 - 6.8.2. No interest shall be paid by the Party providing services for any portion of the deposit requirement satisfied by a Surety bond or revocable bank letter of credit.
- 6.9. Notwithstanding the foregoing, if payments of undisputed charges by the the Party requesting services are current, the Party providing services shall return

cash or cash equivalent security deposits, with appropriate interest, within sixty (60) days of the effective date of termination of the Agreement

- 6.10. So long as the Party requesting services maintains timely compliance with its payment obligations, the Party providing services will not increase the deposit amount required. If the Party requesting services fails to maintain timely compliance with its payment obligations, the Party providing services reserves the right to require additional deposit(s) in accordance with §§7.1 through 7.5

6.10.1. Throughout the Term, any time the Party requesting services has been sent three (3) valid delinquency notification letters by the Party providing services within a six (6) consecutive month period with respect to undisputed amounts due, the deposit amount shall be re-evaluated based upon the Party requesting services's actual billing totals and shall be increased if the Party requesting services's actual billing twelve (12) month average of undisputed charges for a one (1) month period exceeds the deposit amount held.

6.10.2. Whenever a deposit is re-evaluated as specified in this §7.10, the Party requesting services shall remit the additional deposit amount to the Party providing services, or dispute the deposit under the Dispute Resolution terms of this Agreement in Part A, within thirty (30) calendar days of receipt of written notification from the Party providing services requiring such deposit.

- 6.11. In light of the circumstances particular to the Party requesting services's prior operations with the Party providing services, the Party requesting services has established its creditworthiness, therefore, an initial deposit is not required for the Party providing services and all affiliates in which the Party requesting services operates as of the Effective Date of this Agreement. This does not, however, preclude the Party providing services from requiring in the future a deposit from the Party requesting services pursuant to the terms and conditions of this Agreement with respect to any the Party providing services territory in which the Party requesting services operates today or shall operate in the future.

PART D - LOCAL RESALE

1. TELECOMMUNICATIONS SERVICES PROVIDED FOR RESALE

- 1.1. At the request of KMC, and pursuant to the requirements of the Act, and FCC and Commission Rules and Regulations, Sprint shall make available to KMC for resale Telecommunications Services that Sprint currently provides or may provide hereafter at retail to subscribers who are not telecommunications carriers. Such resale may be as allowed by the FCC and Commission. The Telecommunications Services provided by Sprint to KMC pursuant to this Part D are collectively referred to as "Local Resale."
- 1.2. Features and Functions Subject to Resale. Sprint shall make all of its Telecommunications Services available for resale to KMC on terms and conditions that are reasonable and nondiscriminatory and as allowed by the FCC and Commission. The Telecommunications Services provided pursuant to this Part D are collectively referred to as "Local Resale."
- 1.3. To the extent that this Part describes services which Sprint shall make available to KMC for resale pursuant to this Agreement, this list of services is neither all inclusive nor exclusive. All Telecommunications Services of Sprint, which are to be offered for resale, are subject to the terms herein and the applicable tariff.
- 1.4. Sprint will provide KMC with at least the capability to provide a KMC subscriber at Parity.
- 1.5. The specific business process requirements and systems interface requirements are set forth in Part I.

2. GENERAL TERMS AND CONDITIONS

- 2.1. Pricing. The prices charged to KMC for Local Resale are set forth in Part C of this Agreement.
- 2.2. No Restrictions on Resale. KMC may resell to any and all classes of end users Telecommunications Services obtained from Sprint under this Agreement, except for Lifeline Assistance and Link-Up or similar services which KMC may only resell to those subscribers who are eligible for such services. Sprint will not prohibit, nor impose unreasonable or discriminatory conditions or limitations on the resale of its Telecommunications Service except as such resale may be prohibited or restricted pursuant to FCC Rules and Regulations and State Rules and Regulations.
- 2.3. Requirements for Specific Services
 - 2.3.1. CENTREX Requirements

- 2.3.1.1. At KMC's option, KMC may purchase the entire set of CENTREX features or a subset of any such features. The CENTREX Service provided for resale will meet the requirements of this subsection 2 3 1.1.
- 2.3.1 2 All features and functions of CENTREX Service, including CENTREX Management System ("CMS"), whether offered under tariff or otherwise, shall be available to KMC for resale
- 2 3.1.3. Sprint shall make information required for an "as is" transfer of CENTREX subscriber service, features, functionalities and CMS capabilities available to KMC.
- 2.3 1 4. All service levels and features of CENTREX Service provided by Sprint for resale by KMC shall be at Parity with the service levels and features of CENTREX Service Sprint provides its subscribers.
- 2 3 1 5 Consistent with Sprint's tariffs, KMC may aggregate the CENTREX local exchange, and IntraLATA traffic usage of KMC subscribers to qualify for volume discounts on the basis of such aggregated usage
- 2.3.1 6 Upon request, Sprint will, to the extent technically feasible, suppress the need for subscribers to dial "9" when placing calls outside the CENTREX System
- 2.3.1.7. KMC may resell call forwarding in conjunction with CENTREX Service
- 2.3.1.8. KMC may purchase any CENTREX Service for resale subject to the requirements of Sprint's tariff.
- 2.3 1 9. Sprint shall make available to KMC for resale intercom calling within the same CENTREX system. To the extent that Sprint offers its own subscribers intercom calling between different CENTREX systems, Sprint shall make such capability available to KMC for resale.
- 2.3.1 10 KMC may resell Automatic Route Selection ("ARS"). KMC may aggregate multiple KMC subscribers on dedicated access facilities where such aggregation is allowed by law, rule or regulation.
- 2.3 2. Voluntary Federal and State Subscriber Financial Assistance Programs
 - 2 3 2 1 Subsidized local Telecommunications Services are provided to low-income subscribers pursuant to

requirements established by the appropriate state regulatory body, and include programs such as Voluntary Federal Subscriber Financial Assistance Program and Link-Up America. Voluntary Federal and State Subscriber Financial Assistance Programs are not Telecommunications Services that are available for resale under this Agreement. However, when a Sprint subscriber who is eligible for such a federal program or other similar state program chooses to obtain Local Resale from KMC and KMC serves such subscriber via Local Resale, Sprint shall identify such subscriber's eligibility to participate in such programs to KMC in accordance with the procedures set forth herein. When available, such interface shall be in electronic format.

2.3.3. Lifeline/Link-Up Service. KMC will forward to Sprint all information regarding a subscriber's program eligibility, status and certification when a KMC subscriber currently on any government telephone assistance program changes service to KMC as their local exchange carrier. KMC will cooperate with Sprint so that Sprint may attain any subsidy associated with a subscriber transfer to KMC.

2.3.4. Grandfathered Services. Sprint shall offer for resale to KMC all Grandfathered Services solely for the existing grandfathered base on a customer specific basis. Sprint shall make reasonable efforts to provide KMC with advance copy of any request for the termination of service and/or grandfathering to be filed by Sprint with the Commission.

2.3.5. N11 Service

2.3.5.1. These services shall be unbranded and routed to KMC, as required by KMC pursuant to Part A, Section 25.

2.3.6. Contract Service Arrangements, Special Arrangements, and Promotions. Sprint shall offer for resale all of its Telecommunications Services available at retail to subscribers who are not Telecommunications Carriers, including but not limited to Contract Service Arrangements (or Individual Case Basis "ICB"), Special Arrangements (or ICB), and Promotions in excess of 90 days, all in accordance with FCC and Commission Rules and Regulations.

2.3.6.1. KMC may convert an existing Sprint Contract Service Arrangement or Special Arrangement (collectively referred to as a "CSA"), unless expressly prohibited by the contract arrangement, provided however, that KMC assumes the balance of the terms and conditions of the CSA. In the case

of such conversion, neither the End User nor KMC will incur a termination liability, if applicable, at the time of such conversion.

2.3.6.2. If KMC elects to terminate a retail CSA which it had previously assumed, they may be assessed the applicable termination charges remaining unless KMC elects to simultaneously replace the existing contract with a contract of greater term and/or volume as the terminated contract..

2 3 7 COCOT lines will not be resold to payphone service providers at wholesale prices under this Agreement.

2 3 8. Discount Plans. Sprint shall offer for resale all Discount Plans for Telecommunications Services in accordance with Applicable Law.

2.3.9. Pay Phone Service

2 3 9.1. Sprint shall offer for resale all coin and coinless pay phone local services, features and functionalities that it provides to its own pay phone operations and to independent pay phone providers. Sprint will also provide all support and service functions, as described in Section 276 of the ACT, and FCC and state regulations at Parity.

2.3.9.2. Sprint also must provide billing detail showing all 1+ traffic in EMI format and transferred to KMC via CONNECT:DIRECT.

2.3.10. Voice Mail Service

2.3.10.1. KMC shall have the right to resell Sprint voice mail services obtained from Sprint at the retail rate. Such services are not telecommunication services and are not subject to the wholesale discount.

2 3.11. 2 3.10.2. Where available, Sprint shall make available for resale, at the retail rate, SMDI-E (Station Message Desk Interface-Enhanced), or SMDI, Station Message Desk Interface where SMDI-E is not available, feature capability allowing for Voice Mail Services. Sprint shall make available the MWI (Message Waiting Indicator) interrupted dial tone and message waiting light feature capabilities where technically available Sprint shall make available CF-B/DA (Call Forward on Busy/Don't Answer), CF/B (Call Forward on Busy), and CF/DA (Call Forward Don't Answer) feature capabilities allowing for Voice Mail services. Hospitality Service

2.3.11 1 Sprint shall provide all blocking, screening, and all other applicable functions available for hospitality lines under tariff

2.3.12. LIDB Administration

2.3.12 1 Sprint shall maintain customer information for KMC customers who subscribe to resold Sprint local service dial tone lines, in Sprint's LIDB in the same manner that it maintains information in LIDB for its own similarly situated end-user subscribers. Sprint shall update and maintain the KMC information in LIDB on the same schedule that it uses for its own similarly situated end-user subscribers.

2.3.12.2. Until such time as Sprint's LIDB has the software capability to recognize a resold number as KMC's, Sprint shall store the resold number in its LIDB at no charge and shall retain revenue for LIDB look-ups to the resold number. At such time as Sprint's LIDB has the software capability to recognize that the resold number is KMC's then, if KMC desires to store resold numbers on Sprint's LIDB, the Parties shall negotiate a separate LIDB database storage and look-up agreement.

2.4. Special Needs Services. KMC may resell "special needs services" to the extent required by Applicable Law.

3. SERVICE FUNCTIONS

3 1 Sprint shall provide KMC with the information KMC will need to certify subscribers as exempt from charges (including taxes), or eligible for reduced charges associated with providing services, including but not limited to handicapped individuals, and certain governmental bodies and public institutions and shall not bill KMC for such services.

3 2 Whenever possible Sprint shall provide KMC with appropriate notification of all local service boundary changes with line level detail one hundred twenty (120) days before service transfer, and will also notify KMC within one hundred twenty (120) days before such change of any LATA boundary changes.

3.3 Sprint will work cooperatively with KMC in practices and procedures regarding the handling of law enforcement and service annoyance calls

3 4 Sprint shall allow CLEC customers to retain their current telephone number when technically feasible within the same Sprint Wire Center and shall install CLEC customers at Parity unless CLEC customers currently

subscribe to Vacation Service only or are currently in the process of having their service suspended for non-pay. In such cases Sprint will treat the CLEC customer as a new installation at the request of the CLEC.

PART E - NETWORK ELEMENTS

1. GENERAL

On August 21, 2003, the FCC released its Order in Docket No. CC 01-228, *In the Matter of the Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers* ("Triennial Review Order"). The rates, terms, and conditions set forth in this Attachment reflect implementation of Applicable Law, including the Triennial Review Order.

1.1 DEFINITIONS

1.1.1 "Commingle" means the act of Commingling

1.1.2. "Commingling" means the connecting, attaching, or otherwise linking of an unbundled network element, or a combination of unbundled network elements, to one or more facilities or services that KMC has obtained at wholesale from Sprint or the combining of an unbundled network element, or a combination of unbundled network elements with one or more such facilities or services

1.1.3 "Copper Loop" is a stand-alone local loop comprised entirely of copper wire or cable. Copper Loops include two-wire and four-wire analog voice-grade copper Loops, digital copper Loops (e.g., DS0s and integrated services digital network lines), as well as two-wire and four-wire copper Loops conditioned to transmit the digital signals needed to provide digital subscriber line services, regardless of whether the copper Loops are in service or held as spares. The copper Loop includes attached electronics using time division multiplexing technology, but does not include Packet Switching capabilities.

1.1.4 "Dark Fiber Loop" is fiber within an existing fiber optic cable that has not yet been activated through optronics to render it capable of carrying communications services

1.1.5 "Demarcation Point" is that point on the loop where Sprint's control of the facility ceases, and the End User Customer's control of the facility begins.

1.1.6 "DS1 Loop" is a digital local Loop having a total digital signal speed of 1 544 megabytes per second. DS1 Loops include, but are not limited to, two-wire and four-wire copper Loops capable of providing high-bit rate digital subscriber line services, including T1 services.

1.1.7 "DS3 Loop" is a digital local Loop having a total digital signal speed of 44.736 megabytes per second.

1.1.8 "Fiber-to-the-home Loop" ("FTTH Loop") means a local loop consisting entirely of fiber optic cable, whether dark or lit, and serving an end-user's customer premises.

1.1.9 “High Frequency Portion of the local Loop” (“HFPL”) is defined as the frequency range above the voice band on a copper Loop facility that is being used to carry analog circuit-switched voice band transmissions provided by Sprint to the end-user customer.

1.1.10 “Hybrid Loop” means a local Loop comprised of both fiber optic cable, usually in the feeder plant, and copper wire or cable usually in the distribution plant.

1.1.11 “Non-qualifying Service” means a service that is not a Qualifying Service.

1.1.12 “Packet Switching Capabilities” is the routing or forwarding of packets, frames, cells, or other data units based on address or other routing information contained in the packets, frames, cells or other data units, and the functions that are performed by the digital subscriber line access multiplexers, including but not limited to the ability to terminate an end-user customer’s copper loop (which includes both a low-band voice channel and a high-band data channel, or solely a data channel); the ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches; the ability to extract data units from the data channels on the loops; and the ability to combine data units from multiple loops onto one or more trunks connecting to a packet switch or packet switches.

1.1.13 “Qualifying Service” means a telecommunications service that competes with a telecommunication service that has traditionally been the exclusive or primary domain of incumbent LECs, including but not limited to, local exchange service, such as plain old telephone service, and access services, such as digital subscriber line services and high-capacity circuits.

1.1.14 “Common Transport” provides a local interoffice transmission path between End Office Switches, between End Office Switches and Tandem Switches and between Tandem Switches in Sprint’s network. Common Transport is shared between multiple customers and is required to be switched at the Tandem Switch.

1.1.15 “Dedicated Transport” provides a local interoffice transmission path between Sprint Wire Centers or switches. Dedicated Transport is limited to the use of a single customer and does not require switching at a Tandem Switch.

1.1.16 “Enhanced Extended Link” (“EEL”) for purposes of this Agreement refers to the combination of unbundled network elements, specifically NID, Loop, multiplexing (MUX) if necessary and Dedicated Transport, in the Sprint Network

1.1.17 “Local Loop” refers to a transmission facility between the main distribution frame [cross-connect], or its equivalent, in a Sprint Central Office or wire center, and up to the loop demarcation point (e.g. Network Interface Device) at a customer’s premises. This includes all functions, and capabilities of such transmission facility, including the Network Interface Device (“NID”), electronics, optronics and intermediate devices (including repeaters and load coils) used to establish the transmission path to the customer premises as well as any inside wire owned or controlled by Sprint that is part of

the transmission path. Local loops include copper loops, hybrid loops, FTTH loops, DS1 loops, DS3 loops and Dark Fiber Loops.

1.1.18 “Batch Hot Cut Process” is defined as a process by which the incumbent LEC simultaneously migrates two or more loops from one carrier’s local circuit switch to another carrier’s local circuit switch, giving rise to operational and economic efficiencies not available when migrating loops from one carrier’s local circuit switch to another carrier’s local circuit switch on a line-by-line basis

1.1.19 “Line splitting” Line splitting is the process in which one competitive LEC provides narrowband voice service over the low frequency portion of a copper loop and a second competitive LEC provides digital subscriber line service over the high frequency portion of that same loop.

1.1.20 “Point of Technically Feasible Access” is any point in the incumbent LEC’s outside plant where a technician can access the copper wire within a cable without removing a splice case. Such points include, but are not limited to, a pole or pedestal, the serving area interface, the network interface device, the minimum point of entry, any remote terminal, and the feeder/distribution interface. An incumbent LEC shall, upon a site-specific request, provide access to a copper subloop at a splice near a remote terminal. The incumbent LEC shall be compensated for providing this access in accordance with §§ 51.501 through 51.515.

1.1.21 “Network Interface Device” or “NID” is defined as any means of interconnection of customer premises wiring to the incumbent LEC’s distribution plant, such as a cross-connect device used for that purpose. An incumbent LEC shall permit a requesting telecommunications carrier to connect its own loop facilities to on-premises wiring through the incumbent LEC’s network interface device, or at any other technically feasible point.

1.1.22 “Local Circuit Switching” is defined as follows: (i) Local circuit switching encompasses all line-side and trunk-side facilities, plus the features, functions, and capabilities of the switch. The features, functions, and capabilities of the switch shall include the basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks. (ii) Local circuit switching includes all vertical features that the switch is capable of providing, including custom calling, custom local area signaling services features, and Centrex, as well as any technically feasible customized routing functions.

2. TERMS AND CONDITIONS

- 2.1. Pursuant to the following terms, Sprint will unbundle and separately price and offer Unbundled Network Elements (“UNEs”) such that KMC will be able to subscribe to and interconnect to whichever of these unbundled elements KMC requires for the purpose of offering Qualifying Services or a combination of Qualifying and Non-Qualifying Services to its customers. To the extent KMC accesses and uses an unbundled network element pursuant to section 251(c)(3) of

the Act to provide a qualifying service KMC may use the same unbundled network element to provide non-qualifying services. KMC shall pay Sprint for the UNEs provisioned and shall pay the recurring and non-recurring charges which shall be TELRIC rates and consistent with Applicable Law or as otherwise agreed to by the Parties. Sprint will continue to offer the UNEs enumerated below subject to further determinations as to which UNEs ILECs are required to offer under the Act, at which time the Parties agree to modify this section pursuant to the obligations set forth in Part B, Section 4 of this Agreement.

- 2.2. Sprint shall not impose limitations, restrictions, or requirements on requests for, or the use of, unbundled network elements for the service a requesting telecommunications carrier seeks to offer. Sprint shall not deny access to an unbundled network element or a combination of unbundled network elements on the grounds that one or more of the elements: (1) is connected to, attached to, linked to, or combined with, a facility or service obtained from Sprint; or (2) shares part of Sprint's network with access services or inputs for non-qualifying services.
- 2.3. The quality of an unbundled network element, as well as the quality of the access to such unbundled network element, that an incumbent LEC provides to a requesting telecommunications carrier shall be at least equal in quality to that which Sprint provides to itself.
 - 2 3 1 If Sprint fails to meet this requirement, Sprint must prove to the state commission that it is not technically feasible to provide the requested unbundled network element, or to provide access to the requested unbundled network element, at a level of quality that is equal to that which Sprint provides to itself.

3. UNBUNDLED NETWORK ELEMENTS

- 3 1. Sprint shall offer UNEs to KMC for the purpose of offering a Qualifying Service or a combination of Qualifying and non-qualifying services to KMC subscribers. KMC may not access UNEs for the sole purpose of providing Non-qualifying Services.
- 3.2 KMC may use one or more UNEs or combination of UNEs to provide any feature, function, capability, or service option that such UNE(s) is (are) technically capable of providing, except as otherwise limited herein.
- 3.3 Each UNE provided by Sprint to KMC shall be at Parity with the quality of design, performance, features, access, functions, capabilities and other characteristics, that Sprint provides to itself, Sprint's own subscribers, to a Sprint Affiliate or to any other Telecommunications Carrier requesting access to that UNE.
- 3.4. Sprint shall permit KMC to connect KMC's facilities or facilities provided to

KMC by third parties with each of Sprint's UNEs at any point designated by KMC that is a Point of Technically Feasible Access

4. BONA FIDE REQUEST PROCESS

- 4.1. KMC may identify additional or revised Network Elements as necessary to provide Telecommunications Services to its subscribers, to improve network or service efficiencies or to accommodate changing technologies, subscriber demand, or other requirements.
- 4.2. KMC will request such additional or revised Network Elements in accordance with the Bona Fide Request process described in §4 of this Part E. Additionally, if Sprint provides any Network Element that is not identified in this Agreement, to itself, to its own subscribers, to a Sprint Affiliate or to any other entity, Sprint shall make available the same Network Element to KMC on terms and conditions no less favorable to KMC than those provided to itself or to any other party.
- 4.3. Sprint shall promptly consider and analyze access to categories of UNEs not covered in this Agreement and requests where facilities and necessary equipment are not available with the submission of a Network Element Bona Fide Request hereunder. The UNE Bona Fide Request process set forth herein does not apply to these services requested pursuant to FCC Rule § 51.319, as amended except as necessary to develop ordering and provisioning processes.
- 4.4. Sprint shall promptly consider and analyze access to UNEs or combinations of UNEs not specifically covered in this Agreement with the submission of a Bona Fide Request ("BFR") hereunder.
- 4.5. A BFR shall be submitted in writing on the Sprint Standard BFR Form and shall include a clear technical description of each request.
- 4.6. KMC may cancel a BFR at any time. If KMC cancels the BFR, KMC shall pay Sprint's reasonable and demonstrable costs of processing and/or implementing the UNE Bona Fide Request up to the date of cancellation.
- 4.7. Within five (5) calendar days of its receipt, Sprint shall acknowledge receipt of the BFR and in such acknowledgement advise KMC of the need for any further information needed to process the Bona Fide Request..
- 4.8. Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of a BFR Sprint shall provide to KMC a preliminary analysis of such BFR. The preliminary analysis shall confirm that Sprint will offer access to the UNE or will provide a explanation that access to the UNE is not technically feasible.
- 4.9. Upon receipt of the preliminary analysis, KMC shall, within thirty (30) calendar days, notify the receiving Party, in writing, of its intent to proceed or not to proceed.
- 4.10. The receiving Party shall promptly proceed with the BFR upon receipt of written authorization from the requesting Party. When it receives such authorization, the

receiving Party shall promptly develop the requested services, determine their availability, calculate the applicable TELRIC compliant prices, BFR development and processing costs, terms and conditions by which the Request shall be made available, and establish installation intervals. Unless KMC agrees otherwise, the UNE requested must be priced in accordance with the pricing principals of the Act, FCC and/or the State Commission.

- 4.11. As soon as feasible, but not more than forty-five (45) calendar days after its receipt of authorization to proceed with developing the BFR, Sprint shall provide to KMC a BFR Quote which will include, at a minimum, a description of each service or UNE, the date of availability, the applicable TELRIC compliant rates and the installation intervals
- 4.12. Within thirty (30) calendar days of its receipt of the BFR Quote, the requesting Party must either confirm, in writing, its order for the BFR pursuant to the BFR Quote or if a disagreement arises, seek resolution of the dispute under the Dispute Resolution procedures in Part B of this Agreement.
- 4.13. New network elements established via the BFR process shall be incorporated in the terms of the Agreement and KMC's access to the specified network elements shall be co-terminus with the terms of the Agreement.
- 4.14. If a Party to a BFR believes that the other Party is not requesting, negotiating or processing the BFR in good faith, or disputes a determination, or price or cost quote, such Party may seek resolution of the dispute pursuant to the Dispute Resolution provisions in Part B of this Agreement.

5. INTENTIONALLY LEFT BLANK

6. NETWORK INTERFACE DEVICE

- 6.1. Apart from its obligation to provide the network interface device functionality as part of an unbundled loop or subloop, an incumbent LEC also shall provide nondiscriminatory access to the network interface device on as a standalone element on an unbundled basis, in accordance with section 251(c)(3) of the Act and this part. Sprint will offer unbundled access to the network interface device element (NID). The NID is defined as any means of interconnection of end-user customer premises wiring to an incumbent LEC's distribution plant, such as a cross connect device used for that purpose. This includes all features, functions, and capabilities of the facilities used to connect the loop to end-user customer premises wiring, regardless of the specific mechanical design.
- 6.2. The function of the NID is to establish the network demarcation point between a LEC (ILEC/KMC) and its subscriber. The NID provides a protective ground connection, protection against lightning and other high voltage surges and is

capable of terminating cables such as twisted pair cable

- 6.3 When ordered on a standalone basis, KMC may connect its NID to Sprint's NID; may connect an unbundled loop to its NID; or may connect its own Loop to Sprint's NID. Sprint will provide one NID termination of each loop. If additional NID terminations are required, KMC may request them pursuant to the process detailed in Section 43 herein. Such NID connections are included when KMC provisions a Local Loop from Sprint
- 6.4. Sprint will provide KMC with information that will enable their technician to locate end user inside wiring at NIDs terminating multiple subscribers. Sprint will dispatch a technician and tag the wiring at the KMC's request. In such cases the charges specified in Table One will apply.
- 6 5 The Sprint NID shall provide a clean, accessible point of connection for the inside wiring and for the distribution media and/or cross connect to KMC's NID and shall maintain a connection to ground that meets applicable industry standards. Each Party shall ground its NID independently of the other party's NID.
- 6 6. When requested, Sprint will provide NIDs separately from loops for a separate price as shown in Table One. A NID will be provided with each unbundled loop and is included in the loop pricing shown in Table One.

7. LOOP

- 7.1 Sprint will provide KMC access to Local Loops as defined in Part A including Copper Loops, Hybrid Loops, FTTH Loops, DS1 Loops, DS3 Loops, and Dark Fiber Loops. The following section includes the terms and conditions for Copper Loops, Hybrid Loops, FTTH Loops, DS1 Loops and DS3 Loops. Terms and conditions for the provision of Dark Fiber Loops are set forth in Section 20 of this Agreement. Terms and conditions for making any network modifications resulting from KMC's request for Local Loops is contained in Section 18.

8. MAINTENANCE, REPAIR, AND TESTING

- 8 1 Sprint shall provide, on a nondiscriminatory basis, physical loop test access points to KMC at the splitter, through a cross-connection to KMC's collocation space, or through a standardized interface, such as an intermediate distribution frame or a test access server, for the purpose of testing, maintaining, and repairing copper loops and copper subloops
- 8 2 If Sprint seeks to utilize an alternative physical access methodology may request approval to do so from the Commission, but must show that the proposed alternative method is reasonable and nondiscriminatory, and will not disadvantage KMC's ability to perform loop or service testing, maintenance, or repair.
- 8.3. At KMC's request, and if technically feasible, Sprint will test and report trouble

on conditioned loops for all of the line's features, functions, and capabilities, and will not restrict its testing to voice-transmission only. Testing shall include Basic Testing and Cooperative Testing. Basic Testing shall include simple metallic measurements only, performed by accessing the loop through the voice switch.

8.3.1. Loop Acceptance Process This process shall be as follows: [

8.3.1.1. Sprint will perform the appropriate pre-service tests to ensure KMC service is delivered to the appropriate connecting point. Testing will be scheduled to occur on the Plant Test Date (PTD) to test the Sprint portion of the requested service consistent with the following

(A) The Sprint technician is responsible to install, option and adjust all necessary equipment at the customer location according to engineering specifications.

(B) Sprint will perform remote or on-site testing as required

(C) If remote testing, the Sprint technician will contact the KMC Operations Center to test and accept loops that includes bridging the access customer on line for cooperative testing of the complete circuit. Testing must obtain an 'end to end' test of Sprint provided equipment and facilities.

(D) If remote testing is not available, the Sprint technician will contact a technician in the controlling office to bridge on the access customer to perform cooperative testing of the complete circuit, to a point as close as possible to the access customer equipment in order to obtain an 'end to end' test of Sprint provided equipment and facilities.

8.3.1.2. Acceptance Test on the Due Date: Cooperative testing between Sprint and KMC on Due Date (DD), which normally will be performed remotely, unless the service is not equipped with appropriate device or the test fails to meet acceptance criteria, in which case on-site testing will be required. Sprint will advise KMC at completion of the conversion or turn up of new services in order for KMC to accept or reject the services being provisioned. The process shall allow that if KMC does not test and accept within six (6) business hours on the due date, Sprint shall leave the loop in place as accepted and initiate billing.

8.3.1.3. Once a loop is accepted and/or turned over to KMC, the loop is to remain in place and capable of passing traffic until disconnected by KMC. Billing KMC for service shall begin upon KMC acceptance of the loop or, as provided in § 2.10.9.2, on the Due Date if KMC fails to be available on the scheduled date of acceptance testing to complete the acceptance test.

Notwithstanding the foregoing, if KMC tests the new service within twenty-four (24) hours of the acceptance, and it fails to meet the acceptance criteria based on the type of service and is not working as installed, the service shall be deemed to have failed the installation and the acceptance test and billing shall not begin until such service meets the acceptance criteria.

- 8.3.2. Basic Testing includes all testing that Sprint normally performs when it provisions services for its end users. Sprint shall perform all its standard pre-service testing prior to the completion of the service order.
- 8.3.3. Cooperative testing will be provided by Sprint at KMC's expense. Sprint technicians will try to contact KMC's representative at the conclusion of installation. If the KMC does not respond within 3 minutes, Sprint may, in its sole discretion, abandon the test and KMC will be charged for the test.
- 8.3.4. Network Testing
 - 8.3.4.1. Systems and Process Testing. Sprint shall cooperate with KMC upon KMC's request to use a system, to ensure that all operational interfaces and processes are in place and functioning properly. The Parties shall develop mutually testing procedures that simulate actual operational procedures and systems interfaces to the greatest extent possible.
- 8.3.5. Sprint will charge KMC at the rates set out on Table One, when the location of the trouble on a KMC-reported ticket is determined to be in KMC's network or on the KMC end user's side of the Demarcation Point.
- 8.3.6. Trouble Isolation. When a trouble is reported by a subscriber served through a UNE, KMC will test its network to identify any problems. If no problems are identified with the KMC network, KMC will open a trouble report with Sprint. Sprint shall then test its portion of the network and perform repairs as required in the time frames set forth below in this Agreement.
- 8.3.7. KMC will coordinate combined testing or repair activities until trouble is resolved. Sprint shall provide repair updates to KMC.
- 8.3.8. Systems Interfaces and Information Exchanges
 - 8.3.8.1. The Parties agree to work cooperatively to establish a real-time electronic interfaces by KMC to Sprint's maintenance systems and databases for trouble management and reporting. Implementation of the Electronic Interface shall occur within one-hundred twenty (120) days of the Execution of this Agreement or of the KMC request, whichever is later. This

interface shall be seamless and transparent to KMC personnel working through KMC's systems.

- 8.3.8.2. An electronic bond will be a system-to-system connection with immediate update capability. In no way shall this interface cause KMC personnel to use Sprint systems via remote hook up or any other means of access.
- 8.3.8.3. This interface shall allow KMC personnel to perform the following functions for KMC subscribers; (i) enter trouble reports in the Sprint maintenance systems for an KMC subscriber, (ii) retrieve and track current status on all KMC subscriber trouble reports; and (iii) receive automated notification of case closure.
- 8.3.8.4. Sprint agrees to develop and implement the electronic interfaces described above based on the trouble administration industry standards developed by the ECIC forum, specifically ANSI standards T1.227 and T1 228. The Parties shall negotiate a joint implementation and test plan in compliance with the ANSI T1.227 and T1 228 standards.
- 8.3.8.5. Once the electronic Gateway is established between Sprint and KMC, Sprint agrees that KMC may report troubles directly to the Sprint repair/maintenance center for residential or business subscribers, unless otherwise agreed to by KMC. Until such a Gateway is established, KMC may report troubles directly to the Sprint repair/maintenance centers for residential and business subscribers.
- 8.3.8.6. If systems interfaces are temporarily out of service or not yet in place, Sprint shall provide to KMC the ability to obtain the status on open maintenance trouble reports via telephone or by another interface as mutually agreed by the Parties. Sprint agrees to provide the status of residence and small business trouble reports upon KMC's request.
- 8.3.9. Sprint agrees to provide to KMC the status for open maintenance trouble reports for large business subscribers at KMC's request.
- 8.3.10. Sprint agrees to proactively advise KMC of any Central Office failure that is known at the time of any inquiry or trouble report. Sprint agrees to continue to work with KMC toward implementing a process to meet KMC's requirements for notification of Switch failures as soon as possible.
- 8.3.11. Sprint agrees to provide a repair commit time on all residences and small business trouble reports

8.4. Analog Loop Capabilities

- 8.4.1. Analog loops facilitate the transmission of voice grade signals in the 300-3000 Hz range and terminate in a 2-wire or 4-wire electrical interface at the KMC's end user's premises. KMC shall not install equipment on analog Loops that exceeds the specified bandwidth.
- 8.4.2. Sprint will provide analog Loops as Copper Loops, Hybrid Loops, and where required, FTTH Loops in accordance with the Applicable Law.
- 8.4.3. Where KMC's request would require that Sprint trench new facilities, KMC's request will be processed through the ICB process. Notwithstanding the foregoing, Sprint will provide routine network modifications as provided herein. KMC agrees to reimburse Sprint for the actual cost of the non-routine modifications necessary to make the alternative arrangements available. In addition to the non-recurring, actual costs for the non-routine modifications, KMC agrees to pay Sprint the recurring rates set forth in Table One for an Analog Loop.

8.5 Digital Loops

- 8.5.1. Sprint will provide Digital Loops subject to Applicable Law. Digital Loops are Copper Loops over which KMC may deploy advanced services.
- 8.5.2. Sprint shall employ industry accepted standards and practices to maximize binder group efficiency through analyzing the interference potential of each loop in a binder group, assigning an aggregate interference limit to the binder group, and then adding loops to the binder group until that limit is met. Disputes regarding the standards and practices employed in this regard shall be resolved through the Dispute Resolution Process set forth in Part B of this Agreement.
- 8.5.3. Where KMC's request would require that Sprint trench new facilities, KMC's requests will be processed through the ICB process. Sprint will provide routine network modifications as provided herein. KMC agrees to reimburse Sprint for the actual cost of the non-routine modifications necessary to make the alternative arrangements available. In addition to the non-recurring, actual costs for the non-routine modifications, KMC agrees to pay Sprint the recurring rates set forth in Table One for an Digital Loop.
- 8.5.4. Reverse ADSL Loops. If KMC's ADSL Transmission Unit (including those integrated into DSLAMs) is attached to Sprint's Network and if an ADSL Copper Loop should start at an outside location, and is looped through a host or remote, and then to the subscriber, the copper plant from the outside location to the Sprint host or remote central office must be a facility dedicated to ADSL transmission only and not part of Sprint's regular feeder or distribution plant.

8.6. Digital Loops greater than 18K ft.

8.6.1 If KMC requests a Digital Loop, for which the effective loop length exceeds the xDSL standard of 18 kft, Sprint will provide a standard Digital Loop. Additional non-recurring charges for conditioning may apply. Additional conditioning charges are set forth in Table One of this attachment.

8.7. Adherence to National Industry Standards

8.7.1 In providing advanced service loop technology, Sprint shall allow KMC to deploy underlying technology that does not significantly interfere with other advanced services and analog circuit-switched voice band transmissions.

8.7.2. Until long term industry standards and practices can be established, a particular technology shall be presumed acceptable for deployment under certain circumstances. Deployment that is consistent with at least one of the following circumstances presumes that such loop technology will not significantly degrade the performance of other advanced services or impair traditional analog circuit-switched voice band services.

8.7.2.1. Complies with existing industry standards, including an industry-standard PSD mask, as well as modulation schemes and electrical characteristics;

8.7.2.2. Is approved by an industry standards body, the FCC, or any state commission or;

8.7.2.3 Has been successfully deployed by any KMC without significantly degrading the performance of other services

8.7.2.4 Where KMC seeks to establish that deployment of a technology falls within the presumption of acceptability under paragraph 8.7.2.3, the burden is on Sprint to demonstrate to the Commission that KMC's proposed deployment meets the threshold for a presumption of acceptability and will not, in fact, significantly degrade the performance of other advanced services or traditional voice band services

8.7.3 If a deployed technology significantly degrades other advanced services, the affected Party will notify the interfering party and give them a reasonable opportunity to correct the problem. The interfering Party will immediately stop any new deployment until the problem is resolved to mitigate disruption of other carrier services. If the affected parties are unable to resolve the problem, they will present factual evidence to the Commission for review and determination. If the Commission determines that the deployed technology is the cause of the interference, the deploying party will remedy the problem by reducing the number of existing customers utilizing the technology or by migrating them to another

technology that does not disturb

- 8.7.4. When the only degraded service itself is a known disturber and the newly deployed technology is presumed acceptable pursuant to Section 8.7.2, the degraded service shall not prevail against the newly deployed technology.
- 8.7.5. If Sprint denies a request by KMC to deploy a technology, it will provide detailed, specific information providing the reasons for the rejection.
- 8.7.6. Parties agree to abide by national standards as developed by ANSI, i.e., Committee T1E1.4 group defining standards for loop technology. At the time the deployed technology is standardized by ANSI or the recognized standards body, the KMC will upgrade its equipment to the adopted standard within sixty (60) Days of the standard being adopted.
- 8.7.7. KMC shall meet the power spectral density requirement given in the respective technical references listed below:
 - 8.7.7.1. For Basic Rate ISDN: Telcordia TR-NWT-000393 Generic Requirements for ISDN Basic Access Digital Subscriber Lines
 - 8.7.7.2. For HDSL installations: Telcordia TA-NWT-001210 Generic Requirements for High-Bit-Rate Digital Subscriber Lines
Some fractional T1 derived products operating at 768 kbps may use the same standard.
 - 8.7.7.3. For ADSL: ANSI T1.413-1998 (Issue 2 and subsequent revisions) Asymmetrical Digital Subscriber Line (ADSL) Metallic Interface.
 - 8.7.7.4. As an alternative to Section 6.6.7.1 KMC may meet the requirements given in ANSI document T1E1.4/2000-002R2 dated May 1, 2000. "Working Draft of Spectrum Management Standard", and subsequent revisions of this document.
- 8.8. Information to be Provided for Deployment of Advanced Services.
 - 8.8.1. Upon request, Sprint shall provide to KMC:
 - 8.8.1.1. information with respect to the spectrum management procedures and policies that Sprint uses in determining which services can be deployed,
 - 8.8.1.2. information with respect to the rejection of KMC's provision of advanced services, together with the specific reason for the rejection; and
 - 8.8.1.3. information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops.

- 8.8.2. In connection with the provision of advanced services, KMC shall provide to Sprint the following information on the type of technology that KMC seeks to deploy where KMC asserts that the technology it seeks to deploy fits within a generic Power Spectral Density (PSD) mask.
- 8.8.2.1. information in writing (via the service order) regarding the Spectrum Management Class (SMC), as defined in the T1E1.4/2000-002R2 Draft, of the desired loop so that the loop and/or binder group may be engineered to meet the appropriate spectrum compatibility requirements,
 - 8.8.2.2. the SMC (i.e. PSD mask) of the service it seeks to deploy, at the time of ordering and if KMC requires a change in the SMC of a particular loop, KMC shall notify Sprint in writing of the requested change in SMC (via a service order);
 - 8.8.2 3 to the extent not previously provided KMC must disclose to Sprint every SMC that the KMC has implemented on Sprint's facilities to permit effective Spectrum Management

8.9. Broadband Services

8.9.1. When KMC seeks access to a hybrid loop for the provision of broadband services, Sprint shall provide KMC with nondiscriminatory access to the time division multiplexing features, functions, and capabilities of that hybrid loop, including DS1 or DS3 capacity (where impairment has been found to exist), on an unbundled basis to establish a complete transmission path between the incumbent LEC's central office and an end user's customer premises. This access shall include access to all features, functions, and capabilities of the hybrid loop that are not used to transmit packetized information.

8.10. Narrowband services

8.10.1. When KMC seeks access to a hybrid loop for the provision of narrowband services, Sprint may either:

8.10.1.1. Provide nondiscriminatory access, on an unbundled basis, to an entire hybrid loop capable of voice-grade service (*i.e.*, equivalent to DS0 capacity), using time division multiplexing technology; or

8.10.1.2. Provide nondiscriminatory access to a spare home-run copper loop serving that customer on an unbundled basis.

8.11. Hybrid Loops. Sprint will provide KMC access to Hybrid Loops for the provision of broadband and narrowband services as provided below. Sprint is not required to provide unbundled access to the packet switched features, functions, and capabilities of its Hybrid Loops.

8.11.1. When KMC requests access to a Hybrid Loop for the provision of broadband service, Sprint will provide KMC, on an unbundled basis, with non-discriminatory access to the time division multiplexing features, functions, and capabilities of that Hybrid Loop, including DS1 and DS3 capacity, to the extent the Commission or FCC has determined that impairment exists, to establish a transmission path between Sprint's Central Office and the KMC's end-user's premises.

8.11.2. When KMC requests access to a Hybrid Loop for the provision of narrowband services, Sprint will

8.11.2.1. Provide non-discriminatory unbundled access to the entire Hybrid Loop capable of providing voice-grade service (*i.e.* equivalent to DS0 capacity) using time division multiplexing, or

8.11.2.2. Provide non-discriminatory unbundled access to a spare Copper Loop serving that end-user.

8.12. Fiber-to-the-home Loop (FTTH Loop)

8.12.1. A fiber-to-the-home loop is a local loop consisting entirely of fiber optic cable, whether dark or lit, and serving a residential end user's customer premises

8.12.2. New builds

8.12.2.1. Sprint will not provide non-discriminatory access to FTTH Loop on an unbundled basis when Sprint has deployed a FTTH Loop to a residential end-user's customer premises that was not previously served by any loop facility.

8.12.3. Overbuilds

8.12.3.1 Sprint will not provide non-discriminatory access to FTTH Loop on an unbundled basis when Sprint has deployed a FTTH Loop parallel to, or in replacement of, an existing loop facility. Notwithstanding the foregoing, when Sprint overbuilds, Sprint maintains an obligation to

8.12.3.1.1. Maintain the existing Copper Loop connected to a particular customer premises after deploying FTTH Loop and provide non-discriminatory access to the Copper Loop on an unbundled basis unless Sprint has retired the Copper Loop as set forth below

8.12.3.1.2. If Sprint deploys FTTH Loop and maintains the existing Copper Loop, Sprint will restore the Copper Loop to serviceable condition upon request.

8.12.3.1.3. If Sprint deploys FTTH Loop and retires the existing Copper Loop, Sprint will provide non-discriminatory access to a 64 kilobits per second transmission path capable of voice grade service over the FTTH Loop.

8.12.3.2. Prior to retiring Copper Loop or Sub-loop Sprint will comply with the notice requirements set forth in 251(c)(5) of the Act, Sections 51.325 through 51.335 of the Code of Federal Regulations and applicable Commission requirements.

8.13 DS1 Loops.

8.13.1. Sprint will provide DS1 Loops pursuant to Applicable Law. The Parties agree to amend this Agreement and to abide by the Commission established transition plan for DS1 Loops that are operational on the date

the Commission or FCC makes a finding of no impairment..

8 14. DS3 Loops

8 14.1. Sprint will provide DS3 Loops pursuant to Applicable Law. The Parties agree to amend this Agreement and to abide by the Commission established transition plan for DS3 Loops that are operational on the date the Commission or FCC makes a finding of no impairment, KMC will transition the DS3 Loops to another service within a time frame established by the Commission or agreed to by the Parties. Notwithstanding the foregoing, DS3 Loops at a specific customer location shall be limited to a maximum of two unbundled DS3 Loops for any single customer location..

8 15. Dark Fiber Loops

8 15.1. Sprint will provide KMC Dark Fiber Loops on an unbundled basis pursuant to Applicable Law. The Parties agree to amend this Agreement and to abide by the Commission established transition plan for Dark Fiber Loop to a specific customer location. Specific terms and conditions for providing Dark Fiber Loops are contained in this Part of this Agreement.

8.16. Tag and Label

8.16.1. At KMC's request, Sprint will tag and label unbundled loops at the Network Interface Device (NID). Tag and label may be ordered simultaneously with the ordering of the Loop or as a separate service subsequent to the ordering of the Loop.

8.16.2. Sprint will include the following information on the label: order number, due date, KMC name, and the circuit number.

8 16 3 Tag and Label is available on the following types of Loops: 2- and 4-wire analog Loops, 2- and 4-wire xDSL capable Loops, 2- and 4-wire digital Loops, and DS1 4-wire Loops.

8.16 4 KMC must specify on the order form whether each Loop should be tagged and labeled.

8 16.5 The rates for Loop tag and label and related services are set forth on Table One. When ordered subsequent to the ordering of the Loop, a trip charge, set forth in Table One, may be billed in addition to the Tag and Label charges

9. SUBLOOPS

9.1. Until such time as the Commission approves rates and Sprint establishes business processes, Sprint will offer unbundled access to copper subloops and subloops for access to multiunit premises wiring. Sprint will consider all requests for access to subloops through the ICB process due to the wide variety of interconnections

available and the lack of Sprint standards. A written response will be provided to KMC covering the interconnection time intervals, prices and other information based on the ICB process as set forth in this Agreement. No additional charges shall apply for preparation and response to this ICB request.

- 9.2 Copper Subloops. Sprint will make available access to copper subloops on an unbundled basis. A copper subloop is comprised entirely of copper wire or copper cable that acts as a transmission facility between any accessible terminal in Sprint's outside plant, including inside wire owned or controlled by Sprint, and the end-user premises. A copper subloop can also include intermediate devices, such as repeaters, used to establish the transmission path. Copper subloops can be used by KMC to provide voice-grade services as well as digital subscriber line services. Access to copper subloops is subject to the collocation provisions of this Agreement. Copper subloop consists of the distribution portion of the copper loop.

9.2.1 An accessible terminal is any point on the loop where technicians can access a copper wire within the cable without removing a splice case. Such points include, but are not limited to, a pole or pedestal, the serving area interface, the network interface device, the minimum point of entry, any remote terminal, and the feeder/distribution interface.

- 9.3. Multiunit premises wiring. Sprint will make available to KMC access to subloops for access to multiunit premises wiring on an unbundled basis. The subloop for access to multiunit premises wiring is defined as any portion of the loop that it is technically feasible to access at a terminal in the incumbent LEC's outside plant at or near a multiunit premises, including inside wire. Inside wire is wire owned or controlled by Sprint at a multiunit customer premises between the minimum point of entry and the point of demarcation.

9.3.1. The point of demarcation shall be established at the Point of Technically Feasible Access. Such points include, but are not limited to, a pole or pedestal, the NID, the minimum point of entry, the single point of interconnection, and the feeder/distribution interface.

- 9.3.2 Upon request for interconnection at a multiunit premises where Sprint owns, controls, or leases wiring, Sprint will provide a single point of interconnection that is suitable for use by multiple carriers. This obligation is in addition to Sprint's obligations, to provide nondiscriminatory access to a subloop for access to multiunit premises wiring, including any inside wire, at any technically feasible point. If the Parties do not agree on appropriate terms, conditions and rates for the single point of interconnection to multiunit premises wiring either Party may invoke the Dispute Resolution provisions of this Agreement or under resolved in Commission proceedings under section 252 of the Act.

- 9.4. Deployment of advanced services by KMC over subloops will be in accordance with the terms included in 6.7 and 6.8 of this section.
- 9.5. Reverse ADSL Loops. If a KMC's ADSL Transmission Unit (including those integrated into DSLAMs) is attached to Sprint's Network and if an ADSL Copper Loop should start at an outside location, and is looped through a host or remote, and then to the subscriber, the copper plant from the outside location to the Sprint host or remote central office must be a facility dedicated to ADSL transmission only and not part of Sprint's regular feeder or distribution plant.

10. LOCAL CIRCUIT SWITCHING

- 10.1. Sprint shall provide KMC with nondiscriminatory access to Local Circuit Switching, including Tandem Switching, pursuant to Applicable Law. except to the extent the Commission or FCC determines that Local Circuit Switching is not required to be unbundled. Where Sprint is required to offer unbundled Local Circuit Switching Sprint will offer, in conjunction with Local Circuit Switching, Tandems Switching, Shared Transport, and access to signaling and call related databases as set forth in this Agreement
- 10.2. Local Circuit Switching is the Network Element that provides the functionality required to connect the appropriate lines or trunks wired to the Main Distributing Frame (MDF) or Digital Cross Connect (DSX) panel to a desired line or trunk. Such functionality shall include all of the features, functions, and capabilities that the underlying Sprint switch providing such Local Circuit Switching function provides for Sprint's own services. Functionality may include, but is not limited to:
 - 10.2.1. line signaling and signaling software;
 - 10.2.2. digit reception;
 - 10.2.3. dialed number translations;
 - 10.2.4. call screening;
 - 10.2.5. routing;
 - 10.2.6. recording;
 - 10.2.7. call supervision;
 - 10.2.8. dial tone,
 - 10.2.9. switching;
 - 10.2.10. telephone number provisioning,
 - 10.2.11. announcements;
 - 10.2.12. calling features and capabilities (including call processing);

- 10.2.13. Centrex, or Centrex like services,
 - 10.2.14. Automatic Call Distributor (ACD);
 - 10.2.15. KMC presubscription (e.g , long distance Carrier, intraLATA toll), Carrier Identification Code (CIC) portability capabilities;
 - 10.2.16. testing and other operational features inherent to the switch; and,
 - 10.2.17. switch software
- 10.3. Until the Commission or FCC establishes a maximum number of DS0 loops that a requesting Telecommunications Carrier can serve for each geographic market through unbundled switching, Sprint is not required to provide Local Circuit Switching under this Section 10 for switching used to serve end users with four or more lines in access density zone 1, in the top 50 Metropolitan Statistical Areas, or 24 or more lines to a single KMC end user location in all other areas. The Parties agree to abide by the cutoff established by the Commission or FCC and will agree to amend this Agreement and to establish an implementation plan, if the maximum is different than the limitation in this section and/or applied to additional geographic markets, within thirty (30) days of the Commission's or FCC's determination.
- 10.4. If the Commission or FCC determines that Sprint is not required to provide Local Circuit Switching for end-users served using DS0 capacity loops, the Parties agree to amend this Agreement to incorporate the transition plan established by the Commission. Notwithstanding the foregoing and where the appropriate transition plan has been established by the Commission, the Parties agree to negotiate and commit to an implementation plan to migrate its embedded unbundled local circuit switching customers within two months of the Commission's or FCC's determination. KMC may no longer obtain access to unbundled local circuit switching five (5) months after the Commission or FCC determination. KMC will submit orders to migrate its embedded base of end-user customers off of the unbundled circuit switching element in accordance with the following timetable measured from the date of the Commission or FCC determination:
- 10.4.1. KMC will submit orders for one-third (1/3) of all its unbundled local circuit switching end-user customers within thirteen (13) months of the date of the Commission or FCC determination.
 - 10.4.2. KMC will submit orders for one-half (1/2) of its remaining unbundled local circuit switching end-user customers within twenty (20) months of the date of the Commission or FCC determination.
 - 10.4.3. KMC will submit orders for its remaining unbundled local circuit switching end-user customers within twenty-seven (27) months of the date of the Commission or FCC determination.
- 10.5. Where the Commission determines that impairment would be cured by transitional access to Local Circuit Switching on an unbundled basis, Sprint will

provide Local Switching on an unbundled basis for the time period established by the Commission or FCC. KMC will submit an order for a Batch Hotcut to migrate each end-user off of unbundled Local Switching within the applicable time frame established by the Commission.

- 10.6. KMC will migrate end-users served using Local Circuit Switching at DS1 or above capacity loops to an alternative arrangement within one-hundred and eighty (180) days of October 2, 2003, within the transition period established by the Commission, unless the Commission files a petition with the FCC to rebut the national determination of no impairment. If the FCC denies the petition, KMC will migrate end-users served using Local Circuit Switching and DS1 or above capacity loops to an alternative arrangement within transition period specified by the FCC.
- 10.7. Sprint will provide customized routing at KMC's request where technically feasible. Customized routing enables the KMC to route their customer's traffic differently than normally provided by Sprint. For example, customized routing will allow the KMC to route their customer's operator handled traffic to a different provider. The rates for customized routing shall be as set forth in Table One.
- 10.8. Technical Requirements
 - 10.8.1. Sprint shall provide its standard recorded announcements (as designated by KMC) and call progress tones to alert callers of call progress and disposition. KMC will use the ICB process for unique announcements
 - 10.8.2. Sprint shall change a subscriber from Sprint's Telecommunications Services to KMC's Telecommunications Services without loss of feature functionality unless expressly agreed otherwise by KMC.
 - 10.8.3. Sprint shall control congestion points such as mass calling events, and network routing abnormalities, using capabilities such as Automatic Call Gapping, Automatic Congestion Control, and Network Routing Overflow. Application of such control shall be competitively neutral and not favor any user of unbundled switching or Sprint.
 - 10.8.4. Sprint shall offer all Local Switching features that are technically feasible and provide feature offerings at Parity with those provided by Sprint to itself or any other party.
- 10.9. Interface Requirements. Sprint shall provide the following interfaces:
 - 10.9.1. Standard Tip/Ring interface including loopstart or groundstart, on-hook signaling (e.g., for calling number, calling name and message waiting lamp);
 - 10.9.2. Coin phone signaling;
 - 10.9.3. Basic and Primary Rate Interface ISDN adhering to ANSI standards

Q.931, Q.932 and appropriate Telcordia Technical Requirements, except Sprint will not provide Primary Rate where the Commission determines, as provided in Section 8.6, that Local Circuit Switching to provide DS1 or above capacity loops is not required;

10.9.3 1 Integrated Services Digital Network (ISDN) is defined in two variations. The first variation is Basic Rate ISDN (BRI). BRI consists of 2 Bearer (B) Channels and one Data (D) Channel. The second variation is Primary Rate ISDN (PRI). PRI consists of 23 B Channels and one D Channel. Both BRI and PRI B Channels may be used for Circuit Switched Voice, Circuit Switched Data (CSD) or Packet Switched Data (PSD). The BRI D Channel may be used for call related signaling, non-call related signaling or packet switched data. The PRI D channel may be used for call related signaling.

10.9.4. Two-wire analog interface to PBX to include reverse battery, E&M, wink start and DID,

10 9 5 Four-wire analog interface to PBX to include reverse battery, E&M, wink start and DID; and

10 9.6 Four-wire DS1 interface to PBX or subscriber provided equipment (e.g., computers and voice response systems), except where the Commission determines, as provided in Section 8.6, that Local Circuit Switching to provide DS1 or above capacity loops is not required.

10.9.7 Switched Fractional DS1 with capabilities to configure Nx64 channels (where N = 1 to 24), and

10 9.8 DID Signaling

10 10 Sprint shall provide the following interfaces, including but not limited to:

10.10 1. SS7 Signaling Network, Dial Pulse or Multi-Frequency trunking if requested by KMC;

10.10.2 Interface to KMC operator services systems or Operator Services through appropriate trunk interconnections for the system;

10.10 3 Interface to KMC directory assistance services through the KMC switched network or to Directory Services through the appropriate trunk interconnections for the system, and 950 access or other KMC required access to interexchange carriers as requested through appropriate trunk interfaces.

11. TANDEM SWITCHING

- 11.1. With the exception of access for Local Interconnection, Sprint will offer unbundled Tandem Switching in conjunction with unbundled Local Circuit Switching pursuant to Applicable Law. Where Sprint is no longer required to provide Tandem Switching the Parties agree to amend the Agreement and to establish an implementation time line in accordance with the transition period set forth by the Commission
- 11.2. Tandem Switching is the function that establishes a communications path between two switching offices (connecting trunks to trunks) through a third switching office (the tandem switch) A host/remote end office configuration is not a Tandem Switching arrangement. Sprint will provide KMC access to the same shared transport facilities connected to the Tandem Switch that Sprint provides to its customers.
- 11.3. Technical Requirements
 - 11.3.1. Tandem Switching shall preserve CLASS/LASS features and Caller ID as traffic is processed
 - 11 3.2. To the extent technically feasible, Tandem Switching shall record billable events for distribution to the billing center designated by KMC
 - 11.3 3. Tandem Switching shall control congestion using capabilities such as Automatic Congestion Control and Network Routing Overflow. Congestion control provided or imposed on KMC traffic shall be at Parity with controls being provided or imposed on Sprint traffic (e.g., Sprint shall not block KMC traffic and leave its traffic unaffected or less affected).
 - 11 3.4. The Local Switching and Tandem Switching functions may be combined in an office. If this is done, both Local Switching and Tandem Switching shall provide all of the functionality required of each of those Network Elements in this Agreement.

11 3.5. Tandem Switching shall provide interconnection to the E911 PSAP where the underlying Tandem is acting as the E911 Tandem.

11.3.6. Use of Tandem Switching for Local Interconnection

11.3.6.1. Sprint tandem(s) will provide KMC Local Interconnection for local service purposes to the Sprint end offices and NXXs which subtend that tandem(s), where local trunking is provided, and access to the toll network,

11.3.6.2. Tandem Switching shall provide signaling to establish a tandem connection;

11 3.6.3. Tandem Switching shall provide recording of all billable events designated by KMC;

11.3.6.4. Tandem Switching shall provide screening and routing as designated by KMC;

11.3.6.5. Where available, Tandem Switching shall provide Advanced Intelligent Network (“AIN”) triggers supporting AIN features;

11.3.6.6. Tandem Switching shall provide connectivity to Operator Systems as designated by KMC;

11 3.6.7. Tandem Switching shall provide access to toll free number portability database as designated by KMC,

11 3.6.8. Tandem Switching shall provide all trunk interconnections required for network interconnection with Sprint (*e.g.*, SS7, MF, DTMF, Dial Pulse, PRI-ISDN, DID, and CAMA-ANI (if appropriate for 911));

11.3.6.9. Interconnection to a Sprint tandem for transit purposes will provide access to telecommunications carriers which are connected to that tandem.

11 3.6.10. Where a Sprint Tandem Switch also provides End-Office Switch functions, interconnection to a Sprint tandem serving that exchange will also provide KMC access to Sprint’s end offices.

11.3.6.11. Tandem Switching shall accept connections (including the necessary signaling and trunking interconnections) between end offices, other tandems, IECs, ICOs, CAPs and CLEC Switches

11.3.6.12. Tandem Switching shall provide local tandeming functionality between two (2) end offices including two (2) offices belonging to different CLEC's (*e.g.*, between an KMC end office and the end office of another CLEC)

- 11.3.6.13. Tandem Switching shall preserve CLASS/LASS features and Caller ID as traffic is processed.
- 11.3.6.14. To the extent technically feasible, Tandem Switching shall record billable events for distribution to the billing center designated by CLEC. Billing requirements are specified in the Part I of this Agreement.
- 11.3.6.15. Sprint shall perform routine testing and fault isolation on the underlying Switch that is providing Tandem Switching and all its interconnections. When requested by KMC, the results and reports of the testing shall be made available to KMC in a timeframe agreed upon by the Parties.
- 11.3.6.16. When requested by KMC, Sprint shall provide Traffic and Performance data regarding traffic volume and characteristics or other measurable elements to KMC for review
- 11.3.6.17. Tandem Switching shall control congestion using capabilities such as Automatic Congestion Control and Network Routing Overflow. Congestion control provided or imposed on KMC traffic shall be at Parity with controls being provided or imposed on Sprint traffic (e.g., Sprint shall not block KMC traffic and leave its traffic unaffected or less affected).
- 11.3.6.18. Tandem Switching shall route calls to Sprint or KMC endpoints or platforms (e.g., Operator Services and PSAPs) on a per call basis as designated by KMC. Detailed primary and overflow routing plans for all interfaces available within the Sprint switching network shall be mutually agreed to by KMC and Sprint.
- 11.3.6.19. Tandem Switching shall process originating toll free traffic received from an KMC local Switch.
- 11.3.6.20. In support of AIN triggers and features, Tandem Switching shall provide SSP capabilities when these capabilities are not available from the Local Switching Network Element.
- 11.3.6.21. Tandem Switching shall provide interconnection to the E911 PSAP where the underlying Tandem is acting as the E911 Tandem.
- 11.3.6.22. Tandem Switching shall interconnect, with direct trunks, to all carriers with which Sprint interconnects.
- 11.3.6.23. Sprint shall provide all signaling necessary to provide Tandem Switching with no loss of feature functionality.

11.3.6.24. Tandem Switching shall interconnect with KMC's Switch, using two-way trunks, for traffic that is transiting via the Sprint network to InterLATA or IntraLATA carriers. At KMC's request, Tandem Switching shall record and keep records of traffic for billing. [

11 3 6 25. At KMC's request, Tandem Switching shall provide overflow routing of traffic from a given trunk group or groups onto another trunk group or groups according to the methodology that KMC designates.

12. SHARED TRANSPORT

12.1. Sprint will offer nondiscriminatory access to shared transport in conjunction with unbundled Local Switching pursuant to Applicable Law. Shared transport is defined as transmission facilities shared by more than one carrier, including Sprint, between end office switches, between end office switches and tandem switches, and between tandem switches in the Sprint network.

12.1.1. Sprint may provide Shared Transport over DS0, DS1, DS3, STS1 or higher transmission bit rate circuits, at Sprint's discretion.

12.1.2. Sprint shall be responsible for the engineering, provisioning, and maintenance of the underlying Sprint equipment and facilities that are used to provide Shared Transport.

13. DEDICATED TRANSPORT

13.1. Sprint will offer nondiscriminatory unbundled access to DS1 dedicated interoffice transmission facilities, or transport, pursuant to Applicable Law. Where the Commission or FCC makes a determination that requesting Telecommunications Carriers are not impaired without access to dedicated DS1 transport along a particular route, the Parties agree to amend this Agreement and to establish an implementation plan consistent with the transition plan set forth by the Commission. Dedicated transport is limited to the use of a single carrier and does not require switching at a tandem. Dedicated DS1 interoffice transmission facilities are defined as Sprint transmission facilities dedicated to a particular customer or carrier that provide Telecommunications Services between wire centers or switches owned by Sprint and that have a total digital signal speed of 1.544 megabytes per second .

13.2. Sprint will offer nondiscriminatory unbundled access to DS3 dedicated interoffice transmission facilities, or transport, pursuant to Applicable Law. Where the Commission or FCC makes a determination that requesting telecommunications carriers are not impaired without access to dedicated DS3 transport along a particular route, the Parties agree to amend this Agreement and to establish an implementation plan consistent with the transition plan set forth by the

Commission. Dedicated transport is limited to the use of a single carrier and does not require switching at a tandem. Dedicated DS3 interoffice transmission facilities are defined as Sprint transmission facilities dedicated to a particular customer or carrier that provide Telecommunications Services between wire centers or switches owned by Sprint and that have a total digital signal speed of 44.736 megabytes per second. Notwithstanding the foregoing, KMC may only obtain up to a maximum of twelve (12) unbundled dedicated DS3 circuits for any single route for which unbundled dedicated DS3 transport is available. If KMC has more than twelve (12) unbundled dedicated DS3 circuits for any single route, the Parties will establish an implementation plan consistent with the transition plan established by the Commission.

- 13.3. Sprint will provide nondiscriminatory access to Dark Fiber transport on an unbundled basis pursuant to this Agreement in accordance with Applicable Law Where the Commission or FCC makes a finding that requesting Telecommunications Carriers are not impaired without access to unbundled Dark Fiber transport along a particular route, the Parties agree to amend this Agreement and to establish an implementation plan consistent with the transition plan set forth by the Commission. Dark fiber transport consists of unactivated optical interoffice transmission facilities.

13.3.1. Technical Requirements for DS1 and DS3 Dedicated Transport

- 13.3.1.1. Where technologically feasible and available, Sprint shall offer Dedicated Transport consistent with the underlying technology as follows.

13 3.1 1.1. When Sprint provides Dedicated Transport, the entire designated transmission circuit (e g., DS-1, DS-3) shall be dedicated to KMC designated traffic.

13 3 1.1.2 Where Sprint has technology available, Sprint shall provide Dedicated Transport using currently available technologies including, but not limited to, DS1 and DS3 transport systems, SONET (or SDS) Bi-directional Line Switched Rings, SONET (or SDH) Unidirectional Path Switched Rings, and SONET (or SDS) point-to-point transport systems (including linear add-drop systems), at all available transmission bit rates.

13 3.1.1 3 When Dedicated Transport is provided as a circuit, it shall include appropriate

13 3.1.1 3 1 Multiplexing functionality,

13.3.1.1.4. Access by or to third Parties;

13.3.1.1.5. Grooming functionality; and

13.3 1.1.6. Redundant equipment and facilities necessary to support protection and restoration.

13 3.1.2. When Dedicated Transport is provided for use for Local Interconnection it shall include:

13 3 1.2.1. Transmission equipment such as multiplexers, line terminating equipment, amplifiers, and regenerators;

13 3.1 2 2 Inter-office transmission facilities such as optical fiber, or copper twisted pair;

13 3 1.2.3. Redundant equipment and facilities necessary to support protection and restoration, and

13 3.1 2 4. Dedicated Transport includes the Digital Cross-Connect System (“DCS”) functionality as an option. DCS is described below in subsection 10.5.

13.3.1.3 Where Sprint has technology available, Sprint shall offer Dedicated Transport using currently available technologies including, but not limited to, DS1 and DS3 transport systems, SONET (or SDS) Bi-directional Line Switched Rings, SONET (or SDH) Unidirectional Path Switched Rings, and SONET (or SDS) point-to-point transport systems (including linear add-drop systems), at all available transmission bit rates.

13 3.1.4 When requested by KMC, Dedicated Transport shall provide physical diversity. Physical diversity means that two (2) circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits.

13.3.1.5. When physical diversity is requested by KMC, Sprint shall provide the maximum feasible physical separation between transmission paths for all facilities and equipment, unless otherwise agreed by KMC.

13 3 1.6. Upon KMC’s request, where permitted by Sprint’s current systems (as upgraded by Sprint from time to time) or subject to vendor development that will allow such functionality and that will include necessary security features, Sprint shall provide

Real Time and continuous remote access to performance monitoring and alarm data affecting, or potentially affecting, KMC's traffic on Dedicated Transport systems. Where System development is required, Sprint agrees to work with its vendors to facilitate development.

14. DIGITAL CROSS-CONNECT SYSTEM ("DCS")

14.1 Definition

14.1.1 DCS is a function which provides automated cross-connection of Digital Signal level 0 ("DS0") or higher transmission bit rate digital channels within physical interface facilities. Types of DCSs include, but are not limited to, DCS 1/0s, DCS 3/1s, and DCS 3/3s, where the nomenclature 1/0 denotes interfaces typically at the DS1 rate or greater with cross-connection typically at the DS0 rate. This same nomenclature, at the appropriate rate substitution, extends to the other types of DCSs specifically cited as 3/1 and 3/3. Types of DCSs that cross-connect Synchronous Transport Signal level 1 (STS-1s) or other Synchronous Optical Network ("SONET") signals (*e.g.*, STS-3) are also DCSs, although not denoted by this same type of nomenclature. DCS may provide the functionality of more than one of the aforementioned DCS types (*e.g.*, DCS 3/3/1 which combines functionality of DCS 3/3 and DCS 3/1). For such DCSs, the requirements will be, at least, the aggregation of requirements on the "component" DCSs.

14.2 In locations where automated cross-connection capability does not exist, DCS will be defined as the combination of the functionality provided by a Digital Signal Cross-Connect ("DSX") or Light Guide Cross-Connect ("LGX") patch panels and D4 channel banks or other DS0 and above multiplexing equipment used to provide the function of a manual cross-connection.

14.3 Interconnection between a DSX or LGX, to a Switch, another cross-connect, or other service platform device within the premises where the DSX or LGX is located, is included as part of DCS.

14.4 DCS Technical Requirements

14.4.1 DCS shall provide completed end-to-end cross-connection of the channels designated by KMC.

14.4.2 DCS shall perform facility grooming, multipoint bridging, one-way broadcast, two-way broadcast, and facility test functions.

14.4.3 DCS shall provide multiplexing, format conversion, signaling conversion, or other functions.

14.4.4 The end-to-end cross-connection assignment shall be input to the underlying device used to provide DCS from an operator at a terminal or

via an intermediate system. The cross-connection assignment shall remain in effect whether or not the circuit is in use.

14.4.5 KMC will negotiate with Sprint relating to the administration and maintenance of DCS, including updates to the control software to current available releases.

14.4.6 Sprint shall provide various types of Digital Cross-Connect Systems including

14.4.6.1 DS0 cross-connects (typically termed DCS 1/0);

14.4.6.2 DS1/VT1.5 (Virtual Tributaries at the 1.5/Mbps rate) cross-connects (typically termed DCS 3/1);

14.4.6.3 DS3 cross-connects (typically termed DCS 3/3);

14.4.6.4 STS-1 cross-connects; and

14.4.6.5 Other Technically Feasible cross-connects designated by KMC

14.4.6.6 Sprint shall provide immediate and continuous configuration and reconfiguration of the channels between the physical interfaces (*i.e.*, Sprint shall establish the process to implement cross-connects on demand, or, at KMC's option, permit KMC control of such configurations and reconfigurations), where permitted by Sprint's current systems (as upgraded by Sprint from time to time) or subject to vendor development that will allow such functionality and that will include necessary security features. Where system development is required, Sprint agrees to work with its vendors to facilitate development.

14.4.6.7 DCS shall continuously monitor protected circuit packs and redundant common equipment.

14.4.6.8 DCS shall automatically Switch to a protection circuit pack on detection of a failure or degradation of normal operation.

14.4.6.9 The underlying equipment used to provide DCS shall be equipped with a redundant power supply or a battery back-up.

14.4.6.10 Sprint shall have available spare facilities and equipment necessary for provisioning repairs in order to meet KMC's maintenance standards as specified in the Provisioning and Maintenance Sections.

14.4.6.11 At KMC's option, where permitted by Sprint's current systems (as upgraded by Sprint from time to time) or subject to vendor development that will allow such functionality and that will include necessary security features, Sprint shall provide KMC with

Real Time Performance monitoring and alarm data on the signals and the components of the underlying equipment used to provide DCS that actually impact or might impact KMC's services. For example, this may include hardware alarm data and facility alarm data on a DS3 in which an KMC DS1 is traversing. Where system development is required, Sprint agrees to work with its vendors to facilitate development.

14.4.6.12 At KMC's option, where permitted by Sprint's current systems (as upgraded by Sprint from time to time) or subject to vendor development that will allow such functionality and that will include necessary security features, Sprint shall provide KMC with Real Time ability to initiate tests on integrated equipment used to test the signals and the underlying equipment used to provide DCS, as well as other integrated functionality for routine testing and fault isolation. Where system development is required, Sprint agrees to work with its vendors to facilitate development.

14.4.6.13 Where permitted by Sprint's current systems (as upgraded by Sprint from time to time), DCS shall provide SONET to asynchronous Gateway functionality (*e.g.*, STS-1 to DS1 or STS-1 to DS3) Where system development is required, Sprint agrees to work with its vendors to facilitate development.

14.4.6.14 DCS shall perform optical to electrical conversion where the underlying equipment used to provide DCS contains optical interfaces or terminations (*e.g.*, Optical Carrier level 3, *i.e.*, OC-3, interfaces on a DCS 3/1).

14.4.6.15 Where permitted by Sprint's current systems (as upgraded by Sprint from time to time), DCS shall have SONET ring terminal functionality where the underlying equipment used to provide DCS acts as a terminal on a SONET ring. Where system development is required, Sprint agrees to work with its vendors to facilitate development.

14.4.6.16 Where permitted by Sprint's current systems (as upgraded by Sprint from time to time), DCS shall provide multipoint bridging of multiple channels to other DCSs. KMC may designate multipoint bridging to be one-way broadcast from a single master to multiple tributaries, or two-way broadcast between a single master and multiple tributaries. Where system development is required, Sprint agrees to work with its vendors to facilitate development.

14.4.6.17 Where permitted by Sprint's current systems (as upgraded by Sprint from time to time), DCS shall multiplex lower speed channels onto a higher speed interface and demultiplex higher speed channels onto lower speed interfaces as designated by KMC

Where system development is required, Sprint agrees to work with its vendors to facilitate development.

14.4 6.18 DCS Interface Requirements

14 4.6.18.1 Where permitted by Sprint's current systems (as upgraded by Sprint from time to time), Sprint shall provide physical interfaces on DS0, DS1, and VT1.5 channel cross-connect devices at the DS1 rate or higher. In all such cases, these interfaces shall be in compliance with applicable Telcordia (formerly Bellcore) and ANSI standards.

14.4.6 18.2 Where permitted by Sprint's current systems (as upgraded by Sprint from time to time), Sprint shall provide physical interfaces on DS3 channel cross-connect devices at the DS3 rate or higher. In all such cases, these interfaces shall be in compliance with applicable Telcordia (formerly Bellcore) and ANSI standards.

14.4.6.18.3 Where permitted by Sprint's current systems (as upgraded by Sprint from time to time), Sprint shall provide physical interfaces on STS-1 cross-connect devices at the OC-3 rate or higher. In all such cases, these interfaces shall be in compliance with applicable Telcordia (formerly Bellcore) and ANSI standards.

14 4 6 18.4 Where permitted by Sprint's current systems (as upgraded by Sprint from time to time), Interfaces on all other cross-connect devices shall be in compliance with applicable Telcordia (formerly Bellcore) and ANSI standards.

14.4 6.18.5 DCS shall, at a minimum, where permitted by Sprint's current systems (as upgraded by Sprint from time to time) meet all of the requirements set forth in applicable ANSI, Telcordia and other industry standards

15. SIGNALING SYSTEMS

- 15.1. Sprint will offer unbundled access to Sprint's signaling network in conjunction with unbundled Circuit Switching where KMC purchases unbundled Local Circuit Switching for a particular end user, to the extent that Local Circuit Switching is required to be unbundled by the Commission or FCC.
- 15.2. Sprint will offer signaling using the same signaling transfer points (STPs) and signaling links which Sprint uses to provide signaling to its own end users.
- 15.3. Terms and conditions for allowing the KMC to connect its switch with Sprint's signaling system are included in Section 20 of this Agreement.

16. CALL-RELATED DATABASES WITH UNE SWITCHING

- 16.1. Sprint will include unbundled access to call-related databases, including, but not limited to, the Line Information database (LIDB), Toll Free Calling database, Number Portability database, Calling Name (CNAM) database, Advanced Intelligent Network (AIN) databases, Signalling Control Point ("SCP") and the AIN platform and architecture in the same manner, and via the same signaling links, as Sprint, where KMC purchases unbundled Local Circuit Switching for a particular end user, to the extent that that Local Circuit Switching is required to be unbundled by the Commission or FCC. Sprint reserves the right to decline to offer unbundled access to certain AIN software that qualifies for proprietary treatment
- 16.2. The terms and conditions for allowing KMC to connect its switch or signaling system to Sprint's call-related databases are included in Section 20 of this Agreement.
- 16.3. Sprint will provide unbundled access to call-related databases, including, but not limited to, the Line Information database (LIDB), Toll Free Calling database, Number Portability database, Calling Name (CNAM) database, Advanced Intelligent Network (AIN) databases, Automatic Location Identification/Data Management System (ALI/DMS), and the AIN platform and architecture in the same manner, and via the same signaling links, as Sprint, where KMC purchases unbundled Local Circuit Switching for a particular end user at no additional charge.
- 16.4. Line Information Database (LIDB)
 - 16.4.1. The LIDB is a transaction-oriented database that contains records associated with subscribers' Line Numbers and Special Billing Numbers. LIDB accepts queries in conjunction with unbundled local switching and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers to determine if the end user associated with the number has requested deny Collect or deny Third Number Billing call restrictions or whether a telephone line number based non-proprietary calling card has a valid Personal Identification Number (PIN).

- 16.4.1.1. Sprint shall process KMC's subscribers' records in LIDB at Parity with Sprint subscriber records.
- 16.4.1.2 Sprint shall perform backup and recovery of all of KMC's data in LIDB at Parity with backup and recovery of all other records in the LIDB, including sending to LIDB all changes made since the date of the most recent backup copy.
- 16.4.1.3 Sprint will provide storage of KMC end user's numbers in the Line Information database (LIDB), where KMC purchases unbundled local circuit switching for a particular end user, at no additional charge.

16.5 Calling Name Database (CNAM)

- 16.5.1. The CNAM database is a transaction-oriented database accessible via the CCS network. It contains name records associated with subscribers' Line Numbers and Names. CNAM accepts queries from other Network Elements and provides the calling name. The query originator need not be the owner of CNAM data. CNAM provides the calling parties' name to be delivered and displayed to the terminating caller with Caller ID with Name.
- 16.5.2. Sprint will store KMC Caller Names in the Sprint CNAM Database at parity with how Sprint stores its own end users information. Sprint shall provide access to Sprint CNAM database for purpose of receiving and responding to CNAM Service Queries in the same manner, and via the same signaling links, as Sprint where KMC purchases unbundled local circuit switching, to the extent that that local circuit switching is required to be unbundled by the Commission or FCC
- 16.5.3. Sprint will provide storage of KMC end user's numbers in the CNAM Database and access to Sprint CNAM database for purpose of receiving and responding to CNAM Service Queries, where KMC purchases unbundled local circuit switching for a particular end user, at no additional charge

16.6 Toll Free Number Database

- 16.6.1. The Toll Free Number Database provides functionality necessary for toll free (e.g., 800 and 888) number services by providing routing information and additional vertical features (i.e., time of day routing by location, by carrier and routing to multiple geographic locations) during call setup in response to queries from STPs. The Toll Free records stored in Sprint's database are downloaded from the SMS/800. Sprint shall provide the Toll Free Number Database in accordance with the following:

- 16.6.1.1. Sprint shall make the Sprint Toll Free Number Database available for KMC to query in the same manner, and via the same signaling links, as Sprint where KMC purchases unbundled local circuit switching, to the extent that that local circuit switching is required to be unbundled by the Commission or FCC
- 16.6.1.2 The Toll Free Number Database shall return KMC identification and, where applicable, the queried toll free number, translated numbers and instructions as it would in response to a query from a Sprint switch.
- 16.6.1.3. Sprint will provide access to its Toll Free Number Database for purpose of receiving and responding to queries, where KMC purchases unbundled local circuit switching for a particular end user, at no additional charge.

16.7 Local Number Portability Local Routing Query Service

- 16.7.1. TCAP messages originated by KMC's SSPs and received by Sprint's database will be provided a response upon completion of a database lookup to determine the LRN. Sprint will not bill KMC for the provision of these messages.
- 16.7.2. Sprint will provide the LNP Query Service in the same manner, and via the same signaling links, as Sprint where KMC purchases unbundled local circuit switching, to the extent that that local circuit switching is required to be unbundled by the Commission or FCC.
- 16.7.3. Sprint will provide access to the LNP Query Service for purpose of receiving and responding to queries, where KMC purchases unbundled local circuit switching for a particular end user, at no additional charge.

17. CALL-RELATED DATABASES WITH OUT UNE SWITCHING

- 17.1. Sprint will include access to call-related databases, including, but not limited to, the Line Information database (LIDB), Toll Free Calling database, Number Portability database, Calling Name (CNAM) database, Advanced Intelligent Network (AIN) databases, Signalling Control Point ("SCP"), and the AIN platform and architecture in the same manner, and via the same signaling links, as Sprint, at the rates agreed upon by the Parties and set forth in Table One.
- 17.2 Sprint will provide unbundled access to call-related databases, including, but not limited to, the Line Information database (LIDB), Toll Free Calling database, Number Portability database, Calling Name (CNAM) database, Advanced Intelligent Network (AIN) databases, Automatic Location Identification/Data Management System (ALI/DMS), and the AIN platform and architecture in the same manner, and via the same signaling links, as Sprint.
- 17.3. Line Information Database (LIDB)

17.3.1. The LIDB is a transaction-oriented database that contains records associated with subscribers' Line Numbers and Special Billing Numbers. LIDB accepts and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers to determine if the end user associated with the number has requested deny Collect or deny Third Number Billing call restrictions or whether a telephone line number based non-proprietary calling card has a valid Personal Identification Number (PIN).

17.3.1.1. Sprint shall process KMC's subscribers' records in LIDB at Parity with Sprint subscriber records .

17.3.1.2 Sprint shall perform backup and recovery of all of KMC's data in LIDB at Parity with backup and recovery of all other records in the LIDB, including sending to LIDB all changes made since the date of the most recent backup copy.

17.3.1.3. Sprint will provide storage of KMC end user's numbers in the Line Information database (LIDB) at no additional charge.

17.4. Calling Name Database (CNAM).

17.4.1 The CNAM database is a transaction-oriented database accessible via the CCS network. It contains name records associated with subscribers' Line Numbers and Names. CNAM accepts queries from other Network Elements and provides the calling name. The query originator need not be the owner of CNAM data. CNAM provides the calling parties' name to be delivered and displayed to the terminating caller with Caller ID with Name.

17.4.2 Sprint will store KMC Caller Names in the Sprint CNAM Database at parity with how Sprint stores its own end users information. Sprint shall provide access to Sprint CNAM database for purpose of receiving and responding to CNAM Service Queries in the same manner, and via the same signaling links, as Sprint.

17.4.3. Sprint will provide storage of KMC end user's numbers in the CNAM Database and access to Sprint CNAM database for purpose of receiving and responding to CNAM Service Queries.

17.5. Toll Free Number Database

17.5.1. The Toll Free Number Database provides functionality necessary for toll free (e.g., 800 and 888) number services by providing routing information and additional vertical features (i.e., time of day routing by location, by carrier and routing to multiple geographic locations) during call setup in response to queries from STPs. The Toll Free records

stored in Sprint's database are downloaded from the SMS/800. Sprint shall provide the Toll Free Number Database in accordance with the following:

- 17.5.1.1. Sprint shall make the Sprint Toll Free Number Database available for KMC to query in the same manner, and via the same signaling links, as Sprint
- 17.5 1 2. The Toll Free Number Database shall return KMC identification and, where applicable, the queried toll free number, translated numbers and instructions as it would in response to a query from a Sprint switch.
- 17.5 1 3 Sprint will provide access to its Toll Free Number Database for purpose of receiving and responding to queries.

17 6 Local Number Portability Local Routing Query Service

- 17 6.1. TCAP messages originated by KMC's SSPs and received by Sprint's database will be provided a response upon completion of a database lookup to determine the LRN. Sprint will not bill KMC for the provision of these messages.
- 17 6.2. Sprint will provide the LNP Query Service in the same manner, and via the same signaling links, as Sprint where KMC purchases unbundled local circuit switching, to the extent that that local circuit switching is required to be unbundled by the Commission or FCC
- 17.6 3 Sprint will provide access to the LNP Query Service for purpose of receiving and responding to queries, where KMC purchases unbundled local circuit switching for a particular end user, at no additional charge.

18. OPERATIONS SUPPORT SYSTEMS (OSS)

- 18.1. Sprint will offer unbundled access to Sprint's operations support systems to the extent technically feasible in a non-discriminatory manner at Parity. OSS consists of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by Sprint's databases and information. The OSS element includes access to all loop qualification information contained in Sprint's databases or other records, including information on whether a particular loop is capable of providing advanced services.
- 18 2 Systems and Process Testing Sprint shall cooperate with KMC upon KMC's request to use a system, to ensure that all operational interfaces and processes are in place and functioning properly. The Parties shall develop mutually testing

procedures that simulate actual operational procedures and systems interfaces to the greatest extent possible.

19. LOOP MAKE-UP INFORMATION

- 19.1. Sprint shall make available Loop Make-Up Information in a non-discriminatory manner at Parity with the data and access it gives itself and other KMCs, including affiliates. The charges for Loop Make-Up Information are set forth in Table One to this Agreement.
- 19.2. If KMC requests Loop Make-Up, information provided to the KMC will not be filtered or digested in a manner that would affect the KMC's ability to qualify the loop for advanced services.
- 19.3. Sprint shall provide Loop Make-Up Information based on the individual telephone number or address of an end-user in a particular wire center or NXX code. Loop Make-Up Information requests will be rejected if the service address is not found within existing serving address information, if the telephone number provided is not a working number or if the POI identified is not a POI where the requesting KMC connects to the Sprint LTD network.
- 19.4. Errors identified in validation of the Loop Make-Up Information inquiry order will be returned to the KMC.
- 19.5. Sprint may provide the requested Loop Make-Up Information to the KMCs in whatever manner Sprint would provide to their own internal personnel, without jeopardizing the integrity of proprietary information (i.e. - fax, intranet inquiry, document delivery, etc.). If the data is provided via fax, KMC must provide a unique fax number used solely for the receipt of Loop Make-Up Information.

20. DARK FIBER

20.1. General Rules and Definition

- 20.1.1. Dark Fiber is an optical transmission facility without attached multiplexing, aggregation or other electronics. Dark Fiber is unactivated fiber optic cable, deployed by Sprint, that has not been activated through connections to optronics that light it, and thereby render it capable of carrying communications.
- 20.1.2. Sprint will unbundle Dark Fiber for the Dedicated Transport, Loop and Sub-loop network elements in accordance with the FCC's Triennial Review Order (CC Docket No. 96-98) and as set forth in this Agreement, except where the Commission or FCC has determined that a requesting Telecommunications Carrier is not impaired without such access. Dark fiber is not a separate network element, but a subset of Dedicated Transport and Loop network elements. In addition to the

terms in this section, any rules, guidelines and Agreement provisions for these network elements, including accessibility, will apply to Dark Fiber.

20.2 Fiber Availability

- 20.2 1 Spare fibers in a sheath are not considered available if Sprint has plans to put the fiber in use within the current year or the following year.
- 20 2 2. Sprint will also maintain fibers to facilitate maintenance, rearrangements and changes Sprint will generally reserve 8% of fibers in a sheath for maintenance, subject to a minimum of four (4) fibers and a maximum of twelve (12) fibers
- 20 2 3. Dark fiber requests will be handled on a first come, first served basis, based on the date the Dark Fiber Application (DFA) is received.

20.3. Interconnection Arrangements

- 20.3 1. Rules for gaining access to unbundled network elements apply to Dark Fiber Virtual and physical collocation arrangements may be used by KMC to locate the optical electronic equipment necessary to "light" leased Dark Fiber
- 20.3.2. The KMC that requests Dark Fiber must be able to connect to the Sprint fiber by means of fiber patch panel
- 20.3.3 If fiber patch panels (FPPs) are not located within close enough proximity for a fiber patch cord, Sprint will purchase and install intraoffice cabling at the KMC's expense. This process is outside the scope of this agreement.
- 20.3.4. Establishment of applicable fiber optic transmission equipment or intermediate repeaters needed to power the unbundled Dark Fiber in order to carry Telecommunications Services is the responsibility of the KMC.

20.4. Dark Fiber Application and Ordering Procedure

- 20.4.1. KMC will submit a Dark Fiber Application (DFA) and application fee to request that Sprint determine the availability of Dark Fiber between the KMC-specified locations. See Table One for application fee amount
- 20.4.2. Within twenty (20) business days of receipt of DFA, Sprint will provide KMC with a response regarding fiber availability and price.
 - 20.4.2.1. If Dark Fiber is not available, Sprint will notify KMC of the DFA rejection.
 - 20.4.2.2. KMC will follow the Dispute Resolution Process outlined in Part B of this Agreement if KMC wishes to contest the rejection.
- 20.4.3. If Dark Fiber is available, KMC will notify Sprint of acceptance/rejection of Dark Fiber quote, via a firm order, within ten (10) business days of receipt of quote. Sprint will reserve the requested Dark Fiber for the KMC during these ten (10) business days. If, however, KMC does not submit a firm order by the tenth (10th) business day, the fiber will no longer be reserved.
- 20.4.4. After ten (10) business days of receipt of the price quote, if KMC has not accepted, KMC must submit another DFA and application fee.
- 20.4.5. The KMC will submit a firm order for Dark Fiber via the local service request (LSR) or access service request (ASR), as appropriate.
- 20.4.6. By submitting the Dark Fiber firm order, the KMC agrees to pay quoted monthly recurring and non-recurring charges. See Table One for monthly recurring and non-recurring charges.
- 20.4.7. Due Date. Sprint will provision Dark Fiber twenty (20) Business Days after it receives firm order from KMC. Billing of the monthly recurring and non-recurring charges will begin upon completion of Dark Fiber order. Sprint will allow KMC to extend due date for firm order completion up to sixty (60) business days from the date Sprint receives firm order from KMC. This extended due date must be specified on the firm order.
 - 20.4.7.1. Billing of the monthly recurring and non-recurring charges will begin on the due date of the Dark Fiber order completion unless:
 - 20.4.7.1.1. KMC cancels firm order before the established due date. If this occurs, KMC agrees to reimburse Sprint for all costs incurred to date; or
 - 20.4.7.1.2. a third party submits firm order for same Dark Fiber. If this occurs, KMC must begin

compensating Sprint for monthly recurring and non-recurring charges in order to reserve fiber, once Sprint is able to provide Dark Fiber to KMC.

20.5. Maintenance and Testing

- 20.5.1. Sprint is only responsible for maintaining the facilities that it owns
- 20.5.2. Sprint will conduct an end-to-end test of Dark Fiber after receipt of the firm order
- 20 5 3. For meet point arrangements, Sprint will conduct cooperative testing with another carrier at KMC's request. Additional rates and charges will apply
- 20.5.4. Sprint does not guarantee that the transmission characteristics of the Dark Fiber will remain unchanged over time.
- 20.5.5. Sprint is not responsible for determining whether the transmission characteristics of the Dark Fiber will accommodate the KMC requirements

20.6. Rules for Take Back

- 20.6.1 Sprint reserves the right to take back Dark Fiber to meet its carrier of last resort obligations.
- 20.6.2 Sprint will provide KMC twelve (12) months written notice prior to taking back fiber. The Parties will negotiate and mutually agree to an acceptable transition period.
- 20 6.3 If multiple KMCs have leased fiber within a single sheath, Sprint will take back the fiber that was the last to be leased.
- 20 6 4. Sprint will provide the KMC with alternative transport arrangements when Sprint takes back working fiber.
- 20.6 5. The Dispute Resolution Procedures found in Part B of this Agreement will be followed if KMC wishes to contest Sprint's decision to take back its leased fiber

21. VOICE UNE-P AND EEL

21.1 Combination of Network Elements

- 21.1 1. KMC may order Unbundled Network Elements either individually or in the combinations, including UNE-P and EEL pursuant to Applicable Law and this Agreement

- 21.1.2. For the purpose of this section, wholesale services includes both services KMC procures for resale pursuant to 251(c)(4) and exchange access service purchased from Sprint's access tariffs.

21.2. General Terms and Conditions

- 21.2.1. Sprint will allow KMC to order each Unbundled Network Element individually in order to permit KMC to combine such Network Elements with other Network Elements obtained from Sprint as provided for herein, or with network components provided by itself or by third parties to provide Telecommunications Services to its end users, provided that such combination is technically feasible and would not impair the ability of other carriers to obtain access to other unbundled network elements or to interconnect with Sprint's network or in combination with any other Network Elements that are currently combined in Sprint's Network. Upon request, Sprint will perform the functions necessary to combine UNEs, even if those elements are not ordinarily combined in Sprint's network, provided that such combination is technically feasible and would not impair the ability of other carriers to obtain access to other unbundled network elements or to interconnect with Sprint's network.

- 21.2.2. KMC may Commingle an unbundled network element or combination of UNEs with wholesale services purchased from Sprint or services purchased from a third party provider. Upon request, Sprint will perform the work necessary to Commingle such UNE or UNE combinations with wholesale services purchased from Sprint. Each component of the commingled facility, either UNE or wholesale service, will be billed at the UNE or wholesale service rate for that component, plus applicable non-recurring charges. When a cross connect is ordered in combination with a UNE loop or Local Interconnection, the cross connect shall be billed at the appropriate UNE rate for such service. Sprint will not ratchet price individual components; that is, Sprint will not reflect a combination of UNE and wholesale rates for the same component. Wholesale service rates will be per the appropriate tariff, including any applicable resale discounts pursuant to this Agreement. Sprint will provide KMC access to UNE-P and EEL pursuant to Applicable Law. KMC is not required to own or control any of its own local exchange facilities before it can purchase or use UNE-P or EEL to provide a telecommunications service under this Agreement. Any request by KMC for Sprint to provide combined UNEs that are not otherwise specifically provided for under this Agreement will be made in accordance with the BFR process described in Section 4 and made available to KMC upon implementation by Sprint of the necessary operational modifications.

- 21.2.3. If Sprint denies KMC's request to combine any unbundled network elements Sprint must demonstrate to the Commission that the requested combination would undermine the ability of other carriers to obtain

access to unbundled network elements or to interconnect with the incumbent LEC's network.

21.3. Specific Combinations and Pricing

21.3.1. In order to facilitate the provisioning of UNE-P and EELs Sprint shall support the ordering and provisioning of these specific combinations as set forth below.

21.3.2. Upon request, Sprint shall convert a wholesale service, or group of wholesale services, to the equivalent unbundled network element, or combination of unbundled network elements, that is available to the requesting telecommunications carrier under section 251(c)(3) of the Act and the Triennial Review.

21.3.3 Sprint shall perform any conversion from a wholesale service or group of wholesale services to an unbundled network element or combination of unbundled network elements without adversely affecting the service quality perceived by the requesting telecommunications KMC's end-user customer.

21.3.4. Except as agreed to by the parties, Sprint shall not impose any untariffed termination charges, or any disconnect fees, re-connect fees, or charges associated with establishing a service for the first time, in connection with any conversion between a wholesale service or group of wholesale services and an unbundled network element or combination of unbundled network elements.

21.3.5. Sprint shall provide access to unbundled network elements and combinations of unbundled network elements without regard to whether KMC seeks access to the elements to establish a new circuit or to convert an existing circuit from a service to unbundled network elements.

21.4. Sprint Offers the Following Combinations of Network Elements

21.4.1 Unbundled Network Element Platform (UNE-P). UNE-P is the combination of the NID, Loop, Local Circuit Switching, Shared Transport, and Local Tandem Switching network elements.

21.4.1.1. Sprint will offer the combination of the NID, Loop, Local Circuit Switching, Local Switch Port, Shared Transport, and Local Tandem Switching (where Sprint is the provider of Shared Transport and Local Tandem Switching) unbundled network elements to provide VOICE UNE-P, where Sprint is required to provide unbundled local switching, at the applicable recurring charges and non-recurring charges as specified in Table One for UNE-P plus the applicable Service

Order Charge Sprint will also bill KMC for applicable Usage Data Recording and Transmission Charges as indicated in Table One.

- 21.4.1 2. Sprint shall bill the recurring charges for usage based UNE-P elements (Local Circuit Switching, Shared Transport, Local Tandem Switching) to KMC at the recurring flat rate charge reflected in Table One.
- 21.4.1.3. When KMC utilizes UNE-P, reciprocal compensation for UNE-P Local Traffic originated by or terminated to a KMC UNE-P customer and ISP-Bound Traffic that originates from and terminates to a KMC UNE-P or Sprint customer within the same switch shall be on a bill and keep basis.
- 21.4.1 4. Sprint will provide originating and terminating access records to KMC for access usage over UNE-P KMC will be responsible for billing the respective originating and/or terminating access charges directly to the IXC.
- 21.4.1.5. Sprint will provide KMC toll call records that will allow it to bill its end users for toll charges. Such record exchange will be in industry standard EMI format as the charges set forth in Table One Any non-standard requested format would be handled through the BFR process as set forth in Section 4 of this Agreement.

21 4.2. EEL is the combination of the NID, Loop, and Dedicated Transport network elements.

- 21.4.2.1. Sprint will offer the combination of unbundled Local Loops with unbundled dedicated transport pursuant to Applicable Law to provide EELs at the combination of the applicable recurring and non-recurring charges as specified in Table One for Loops, Dedicated Transport, and where applicable, Multiplexing. The applicable recurring and nonrecurring charges, including but not limited to UNE cross connect charges and Service Order Charges. Sprint will cross-connect unbundled 2 or 4-wire analog or 2-wire digital Loops to unbundled voice grade/DS0, DS1, or DS3 Dedicated Transport facilities (DS0 dedicated transport is only available between Sprint central offices) for KMC's provision of circuit switched telephone exchange service to KMC's end users.
- 21.4.2 2 Multiplexing shall be provided as necessary as part of Dedicated Transport.

21.4.2.3 In order to obtain the following EELS, a requesting KMC may self-certify that it satisfies the following service eligibility criteria for each circuit. KMC must continue to be in compliance with the service eligibility criteria for as long as KMC continues to receive the services in this section

21.4.2.4 EEL Combinations

21.4.2.4.1 Unbundled DS1 Loop in combination with UNE DS1 Dedicated Transport.

21.4.2.4.2. Unbundled DS1 Loop commingled with dedicated DS1 transport wholesale service (either special access or resale) or third party service.

21.4.2.4.3 Unbundled DS1 Loop in combination with UNE DS3 Dedicated Transport.

21.4.2.4.4. Unbundled DS1 Loop commingled with dedicated DS3 transport wholesale service (either special access or resale) or third party service

21.4.2.4.5. Unbundled DS3 Loop in combination with UNE DS3 Dedicated Transport.

21.4.2.4.6. Unbundled DS3 Loop commingled with dedicated DS3 transport wholesale service (either special access or resale) or third party service

21.4.2.4.7. Unbundled DS1 Dedicated Transport commingled with DS1 channel termination

21.4.2.4.8. Unbundled DS3 Dedicated Transport commingled with DS1 channel termination service or third party service.

21.4.2.4.9 Unbundled DS3 Dedicated Transport commingled with DS3 channel termination service or third party service.

21.4.2.5 EEL Eligibility Criteria

- 21.4.2.5.1. KMC must have a state certification to provide local voice service or, in the absence of a state certification requirement, has complied with registration, tariffing, filing fee, or other regulatory requirements applicable to the provision of local voice service in that area,
- 21.4.2.5.2. Each DS1 circuit, each DS1 EEL, and each DS1-equivalent circuit on a DS3 EEL:
- 21.4.2.5.3. Each DS-1 circuit to be provided to each KMC customer must be assigned one local number prior to the provision of service over the circuit,
- 21.4.2.5.4. Each DS1-equivalent circuit on a DS3 EEL must have its own local number assignment, so that each DS3 has at least 28 local voice numbers assigned to it;
- 21.4.2.5.5 Each circuit to be provided to each customer must provide 911 or E911 capability prior to the provision of service over the circuit;
- 21.4.2.5.6. Each circuit to be provided to each customer must terminate into a collocation governed by 251(c)(6) of the Act and at a Sprint central office within the same LATA as the KMC's customer's premises. When Sprint is not the collocater the collocation must be located at a third party's premises within the same LATA as the customer's premises, when Sprint is the collocator;
- 21.4.2.5.7. For each 24 DS1 EELs or other facilities having equivalent capacity, KMC must maintain at least one active DS1 local service interconnection trunk and KMC is required to transmit the calling party's number in connection with calls exchanged over each trunk. An interconnection trunk meets the requirements of this paragraph if the requesting telecommunications carrier will transmit the

calling party's number in connection with calls exchanged over the trunk; and

21 4.2.5.8 Each circuit to be provided to each customer will be served by a switch capable of switching local voice traffic.

21 4 2 6 Should reasonable cause arise, Sprint reserves the right, upon sixty (60) Days notice, to request an audit of KMC's compliance with the service eligibility criteria defined by the FCC and as set forth above. The Parties will mutually agree to the timing and scope of the audit prior to commencing. Sprint will hire and pay for an independent auditor to perform the audit. KMC will reimburse Sprint if the audit report concludes that KMC failed to materially comply with the service eligibility criteria set forth under Applicable Law. Sprint may request one audit in a calendar year. In the instance of non-compliance, KMC shall true-up any difference in payments, convert the non-compliant circuit to the appropriate service and make accurate payments going forward.

22. LINE SPLITTING

22.1 Line Splitting

22 1 1 Regardless of whether KMC provides its own switching or obtains local circuit switching as an unbundled network element, when KMC obtains an unbundled copper loop from Sprint, Sprint shall provide KMC with the ability to engage in line splitting arrangements with another CLEC using a splitter collocated at the central office where the loop terminates into a distribution frame or its equivalent.

22 1.2 Line Splitting is an arrangement between two carriers where one carrier provides the voice services and another carrier provides advanced services over an unbundled loop.

22 2 Unbundled loops purchased as part of UNE-P may be used in a Line Splitting arrangement. In this configuration, KMC leases the entire UNE Loop from Sprint, and Sprint performs operational activities necessary to allow the KMC to extract the high frequency loop spectrum so that KMC or another carrier can utilize the high frequency portion of the leased loop.

22.3. Whenever KMC purchases the unbundled loop either as part of UNE-P or otherwise, KMC shall control the entire loop spectrum. Because KMC or a third

party purchases the entire unbundled loop or combination, there are no other monthly recurring charges associated with Line Splitting arrangements.

- 22.4 Within ninety days (90) days of the Effective Date of this Agreement, Sprint shall institute procedures to allow KMC or another carrier to order HFS data capabilities on a UNE loop. Sprint must make all necessary network modifications, including providing nondiscriminatory access to operations support systems necessary for pre-ordering, ordering, provisioning, maintenance and repair, and billing for loops used in line splitting arrangements.

- 22.5. When either KMC or the other carrier orders Line Splitting using KMC's OCN, KMC will be billed the non-recurring charges for the Line Splitting service as set forth in Table One. When the other carrier orders Line Splitting using its own OCN, Sprint will bill the other carrier for the Line Splitting charges.

23. PENDING OR NO FACILITIES.

- 23.1. Consistent with the FCC's Order in Docket No. CC 01-228, *In the Matter of the Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers* ("Triennial Review Order"), Sprint may designate an order as "Pending" or "No Facilities" when KMC's order requires the construction of a new local loop from scratch by trenching or pulling cable. Sprint shall provide notification of Pending or No Facilities orders, within two (2) business days of order receipt and shall specify whether the orders are rejected due to 'pending' facilities, 'no' facilities or additional construction required. Sprint shall include verification that all equipment and facility options have been reviewed for availability to provision the requested service, including without limitation, spare or retired copper facilities, next generation equipment and availability of spare timeslots on channel banks. Further Sprint shall make available, where technically feasible, alternative service options to provide services by the requested due date, including but not limited to Resale services at UNE rates or spare channels on a digital DS1. Such alternatives shall be subject to joint KMC-Sprint technical discussion and review. Following such review, KMC will make the final decision to proceed with a service provisioning alternative.

24. MODIFICATIONS TO SPRINT'S EXISTING NETWORK

24.1 Modifications to Unbundled Loop and Dedicated Transport Facilities

- 24.1.1. Sprint will make routine network modifications to unbundled loop facilities used by KMC where the requested loop facility has already been constructed. Sprint will perform routine network modifications to unbundled loop facilities in a nondiscriminatory fashion, without regard to whether the loop facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier. Sprint will recover the cost of such routine network modifications to unbundled loop facilities to in its monthly recurring rates for unbundled loop.

- 24.1.1.1. In the case of unbundled loop facilities, a routine network modification is an activity that Sprint regularly undertakes for its own customers. Routine network modifications may include, but are not limited to, rearranging or splicing of cable; adding an equipment case, adding a doubler or repeater; adding a smart jack; installing a repeater shelf, adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; and attaching electronic and other equipment that Sprint ordinarily attaches to a DS1 Loop to activate such loop for its own customer. Routine network modifications may also include

activities needed to enable KMC to obtain access to a Dark Fiber Loop. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. Routine network modifications do not include the construction of new loop facilities or the installation of new aerial or buried cable for KMC.

24.1.2. Sprint will make routine network modifications to unbundled dedicated transport facilities used by KMC where the requested Dedicated Transport facilities have already been constructed. Sprint will perform the routine network modifications to unbundled Dedicated Transport facilities in a nondiscriminatory fashion, without regard to whether the facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier. . Sprint will recover the cost of such routine network modifications to unbundled Dedicated Transport facilities in its monthly recurring rates for the unbundled Dedicated Transport.

24 1.2.1. In the case of unbundled Dedicated Transport facilities, a routine network modification is an activity that Sprint regularly undertakes for its own customers. Routine network modifications may include, but are not limited to, rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; installing a repeater shelf; and deploying a new multiplexer or reconfiguring an existing multiplexer. Routine network modifications also include activities needed to enable KMC to light a Dark Fiber transport facility. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. Routine network modifications do not include the installation of new aerial or buried cable for KMC.

24 1 2 2 Sprint shall not engineer the transmission capabilities of its network in a manner, or engage in any policy, practice, or procedure, that disrupts or degrades access to a local loop or subloop, including the time division multiplexing-based features, functions, and capabilities of a hybrid loop, for which KMC may obtain or has obtained access.

24.2 Loop Conditioning

24 2 1. Line conditioning is defined as the removal from a copper loop or copper subloop of any device that could diminish the capability of the loop or subloop to deliver high-speed switched wireline telecommunications capability, including digital subscriber line service. Such devices include, but are not limited to, bridge taps, load coils, low pass filters, and range extenders.

- 24.2.2. Conditioned loops are loops from which excessive bridge taps, load coils, low-pass filters, range extenders, and similar devices have been removed to enable the delivery of high-speed switched wireline telecommunications capability, including DSL. Sprint will condition loops at KMC's request.
- 24.2.3. Sprint shall recover the costs of line conditioning from KMC in accordance with the Commission's forward-looking pricing principles promulgated pursuant to section 252(d)(1) of the Act and in compliance with rules governing nonrecurring costs in § 51.507(e).
- 24.2.4. Sprint recommends that KMC utilize the Loop Make-Up process in Section 19 prior to submitting orders for loops intended for advanced services. However, a Loop Make-Up request is not required.
- 24.2.5. Sprint shall condition a Copper Loop at the request of KMC when KMC is seeking access to a Copper Loop, the high frequency portion of a Copper Loop, or a Copper Subloop to ensure that the Copper Loop or Copper Subloop is suitable for providing digital subscriber line services, including those provided over the high frequency portion of the Copper Loop or Copper Subloop, whether or Sprint offers advanced services to the end-user customer on that Copper Loop or Copper Subloop.
- 24.2.6. If Sprint seeks compensation from KMC for line conditioning, KMC has the option of refusing, in whole or in part, to have the line conditioned; and KMC's refusal of some or all aspects of line conditioning will not diminish any right it may have, under the Applicable Law to access the Copper Loop, the high frequency portion of the Copper Loop, or the Copper Subloop.
- 24.2.7. Insofar as it is technically feasible, Sprint shall test and report troubles for all the features, functions, and capabilities of conditioned copper lines, and may not restrict its testing to voice transmission only.
- 24.2.8. Where KMC is seeking access to the high frequency portion of a copper loop or copper subloop and Sprint claims that conditioning that loop or subloop will significantly degrade, as defined in § 51.233, the voiceband services that the incumbent LEC is currently providing over that loop or subloop, Sprint must either:
- 24.2.8.1. Locate another copper loop or copper subloop that has been or can be conditioned, migrate the incumbent LEC's voiceband service to that loop or subloop, and provide the requesting telecommunications carrier with access to the high frequency portion of that alternative loop or subloop; or
 - 24.2.8.2. Make a showing to Commission that the original copper loop or copper subloop cannot be conditioned without significantly degrading voiceband services on that loop or

subloop, as defined in § 51.233, and that there is no adjacent or alternative copper loop or copper subloop available that can be conditioned or to which the end-user customer's voiceband service can be moved to enable line sharing.

24.2.8.3. If, after evaluating Sprint's showing under this section, the Commission concludes that a copper loop or copper subloop cannot be conditioned without significantly degrading the voiceband service, Sprint cannot then or subsequently condition that loop or subloop to provide advanced services to its own customers without first making available to KMC the high frequency portion of the newly conditioned loop or subloop.

Add the following new Part:

25. LINE SHARING

25.1. General Terms

25.1.1. Sprint shall make available the HFPL for line sharing by KMC pursuant to the following terms and conditions.

25.1.1.1 Grandfathered HFPL. For HFPLs that are in service prior to October 2, 2003, Sprint will offer HFPL at the rate effective on October 2, 2003 as long as that HFPL remains in service to the particular KMC end-user.

25.1.1.2. KMC may purchase additional HFPL from October 2, 2003 to October 1, 2004. Sprint will not provide access to additional HFPL after October 1, 2004.

25.1.1.3 For the HFPL ordered October 2, 2003 to October 1, 2004, the price for HFPL portion of the Loop will be 25% of the applicable UNE Loop rate for October 2, 2003 through October 1, 2004.

25.1.1.4. For HFPL ordered October 2, 2003 to October 1, 2004, the price for HFPL will be 50% of the applicable UNE Loop rate for October 2, 2004 through October 1, 2005.

25.1.1.5. For HFPL ordered October 2, 2003 to October 1, 2004, the price for HFPL will be 75% of the applicable UNE Loop rate for October 2, 2005 through October 1, 2006. After October 1, 2006, KMC must order a stand-alone loop or negotiate a line splitting arrangement with another Telecommunications Carrier.

25.1.2. Sprint shall provide access to the HFPL at its central office locations and

at any accessible terminal in the outside copper loop plant, subject to KMC having an effective collocation agreement and the availability of space

- 25.1.3. Sprint shall make the HFPL available to KMC in only those instances when Sprint is the provider of analog circuit-switched voice band service on that same copper loop to the same End User.
 - 25.1.3.1 Sprint will not provide HFPL where copper facilities do not exist.
 - 25.1.3.2. When requested, Sprint will move an end user's analog circuit switched voice band service from digital loop carrier derived service to spare copper facilities, if available, via the non-recurring charges listed in Table One at KMC's expense.
- 25.1.4 Reverse ADSL Loops. If a KMC's ADSL Transmission Unit (including those integrated into DSLAMs) is attached to Sprint's Network and if an ADSL copper loop should start at an outside location, and is looped through a host or remote, and then to the end user, the copper plant from the outside location to the Sprint host or remote central office must be a facility dedicated to ADSL transmission only and not part of Sprint's regular feeder or distribution plant.
- 25.1.5. In the event that the end user being served by KMC via HFPL terminates its Sprint-provided retail voice service, or when Sprint provided retail voice service is disconnected due to "denial for non-pay", Sprint shall provide reasonable notice to KMC prior to disconnect. KMC shall have the option of purchasing an entire stand-alone UNE digital loop if it wishes to continue to provide advanced services to that end user. If KMC notifies Sprint that it chooses this option, KMC and Sprint shall cooperate to transition DSL service from the HFPL to the stand-alone loop without any interruption of service pursuant to the provisions set forth below. If KMC declines to purchase the entire stand alone UNE digital loop, Sprint may terminate the HFPL.
- 25.1.6. Sprint will use reasonable efforts to accommodate the continued use by KMC as a stand-alone UNE digital loop of the copper loop facilities over which KMC is provisioning advanced services at the time that the Sprint-provided retail voice service terminates; provided that:
 - 25.1.6.1. adequate facilities are available to allow the provisioning of voice service over such other facilities, and
 - 25.1.6.2 KMC agrees to pay any additional ordering charges associated with the conversion from the provisioning of HFPL to a stand alone unbundled digital loop as specified in Table One (excluding conditioning charges).

- 25.1.7. If other such facilities do not exist and the End User being served by KMC via HFPL has its Sprint-provided retail voice service terminated and another carrier (“Voice KMC”) seeks to purchase the copper loop facilities (either as resale or a UNE) over which KMC is provisioning advanced services at the time that the Sprint-provided retail voice service terminates, Sprint will continue to allow the provision of advanced services by KMC over the copper facilities as an entire stand-alone UNE digital loop until such time as the Voice KMC certifies to Sprint that the End User has chosen the Voice KMC for the provision of voice service over the existing facilities. Sprint will provide reasonable notice to KMC prior to disconnection.

25.2. Information to be Provided

- 25.2.1. In connection with the provision of HFPL, Sprint shall provide to KMC the information specified in Section 8.8.
- 25.2.2. In connection with the provision of HFPL, KMC shall provide to Sprint the information specified in Section 8.8.
- 25.2.3. In connection with the provision of HFPL, if KMC relies on a calculation-based approach to support deployment of a particular technology, it must provide Sprint with information on the speed and power at which the signal will be transmitted.

25.3. Conditioning, Testing, Maintenance

- 25.3.1. Sprint will condition HFPL in accordance with Section 0. Sprint will not condition the loop if such activity significantly degrades the quality of the analog circuit-switched voice band service on the loop
- 25.3.2. If Sprint declines a KMC request to condition a loop and Sprint is unable to satisfy KMC of the reasonableness of Sprint’s justification for such refusal, Sprint must make a showing to the Commission that conditioning the specific loop in question will significantly degrade voiceband services.
- 25.3.3. At the installation of retail voice service, and in response to reported trouble, Sprint will perform basic testing (simple metallic measurements) by accessing the loop through the voice switch. Sprint expects the KMC to deploy the testing capability for its own specialized services. If KMC requests testing other than basic installation testing as indicated above, Sprint and KMC will negotiate terms and charges for such testing.
- 25.3.4. Any additional maintenance of service conducted at KMC’s request by Sprint on behalf of the KMC solely for the benefit of the KMC’s services will be paid for by KMC at prices negotiated by Sprint and KMC

25.4. Deployment and Interference

25.4.1 In providing services utilizing the HFPL, Sprint shall allow KMC to deploy underlying technology that does not significantly interfere with other advanced services and analog circuit-switched voice band transmissions.

25.4.2. Sprint shall employ industry accepted standards and practices to maximize binder group efficiency through analyzing the interference potential of each loop in a binder group, assigning an aggregate interference limit to the binder group, and then adding loops to the binder group until that limit is met. Disputes regarding the standards and practices employed in this regard shall be resolved through the Dispute Resolution Process set forth in Part B of this Agreement.

25.4 3 Until long term industry standards and practices can be established, a particular technology using the high frequency portion of the loop shall be presumed acceptable for deployment under certain circumstances. Deployment that is consistent with at least one of the following circumstances presumes that such loop technology will not significantly degrade the performance of other advanced services or impair traditional analog circuit-switched voice band services:

25 4.3.1. Complies with existing industry standards, including an industry-standard PSD mask, as well as modulation schemes and electrical characteristics;

25.4.3.2 Is approved by an industry standards body, the FCC, or any state commission, or,

25.4.3.3. Has been successfully deployed by any KMC without significantly degrading the performance of other services; provided however, where KMC seeks to establish that deployment of a technology falls within the presumption of acceptability under this paragraph, the burden is on KMC to demonstrate to the Commission that its proposed deployment meets the threshold for a presumption of acceptability and will not, in fact, significantly degrade the performance of other advanced services or traditional voice band services

25.5. If a deployed technology significantly degrades traditional analog circuit-switched voice band services, Sprint will notify the KMC and give them a reasonable opportunity to correct the problem. KMC will immediately stop any new deployment until the problem is resolved to mitigate disruption of Sprint and other carrier services. If Sprint and the KMC are unable to resolve the problem, they will present factual evidence to the Commission for review and determination. If the Commission determines that the KMC's technology is the cause of the interference, the KMC will remedy the problem by reducing the

number of existing customers utilizing the technology or by migrating them to another technology that does not disturb.

- 25.6. If a deployed technology significantly degrades other advanced services, the affected Party will notify the interfering party and give them a reasonable opportunity to correct the problem. The interfering Party will immediately stop any new deployment until the problem is resolved to mitigate disruption of other carrier services. If the affected parties are unable to resolve the problem, they will present factual evidence to the Commission for review and determination. If the Commission determines that the deployed technology is the cause of the interference, the deploying party will remedy the problem by reducing the number of existing customers utilizing the technology or by migrating them to another technology that does not disturb.
- 25.7. When the only degraded service itself is a known disturber and the newly deployed technology is presumed acceptable, the degraded service shall not prevail against the newly deployed technology.
- 25.8. If Sprint denies a request by KMC to deploy a technology, it will provide detailed, specific information providing the reasons for the rejection.

26. FORECAST

- 26.1. KMC will provide monthly forecast information to Sprint updated quarterly on a rolling twelve-month basis for requests for analog Loops (including Subloops), digital Loops (including Subloops), and HFPL. An initial forecast meeting should be held soon after the first implementation meeting. A forecast should be provided at or prior to the first implementation meeting. The forecasts shall project the gain/loss of shared lines on a monthly basis by Sprint wire center and shall include a description of any major network projects planned by KMC that will affect the demand. Forecast information shall be subject to the confidentiality provisions of this Agreement. Forecast information will be used solely for network planning and operations planning and shall not be disclosed within Sprint except as required for such purposes. Under no circumstances shall KMC specific forecast information be disclosed to Sprint's retail organization (excluding solely those operational personnel engaged in network and operations planning), product planning, sales or marketing.
- 26.2. Upon request of either Party, the Parties shall meet to review their forecasts going forward if forecasts vary significantly from actual results.
- 26.3. Each Party shall provide a specified point of contact for planning purposes.

27. INDEMNIFICATION

- 27.1. Each Party, whether a KMC or Sprint, agrees that should it cause any non-standard DSL technologies to be deployed or used in connection with or on Sprint facilities, that Party will pay all costs associated with any damage, service

interruption or other telecommunications service degradation, or damage to the other Party's facilities.

- 27.2. For any technology, KMC represents that its use of any Sprint network element, or of its own equipment or facilities in conjunction with any Sprint network element, will not materially interfere with or impair service over any facilities of Sprint, its affiliated companies or connecting and concurring carriers, cause damage to Sprint's plant, impair the privacy of any communications carried over Sprint's facilities or create hazards to employees or the public. Upon reasonable written notice and after a reasonable opportunity to cure, Sprint may discontinue or refuse service if KMC violates this provision, provided that such termination of service will be limited to KMC's use of the element(s) causing the violation. Sprint will not disconnect the elements causing the violation if, after receipt of written notice and opportunity to cure, KMC demonstrates that their use of the network element is not the cause of the network harm.

Add the following new Part:

28. CALL-RELATED DATABASES

- 28 1. Sprint will offer access to call-related databases, including, but not limited to, the Line Information database (LIDB), Toll Free Calling database, Number Portability database, Calling Name (CNAM) database, Advanced Intelligent Network (AIN) databases, and the AIN platform. Sprint reserves the right to decline to offer access to certain AIN software that qualifies for proprietary treatment

28.2. Line Information Database (LIDB)

- 28.2.1. The LIDB is a transaction-oriented database that contains records associated with subscribers' Line Numbers and Special Billing Numbers. LIDB accepts queries in conjunction with unbundled local switching and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers to determine if the end user associated with the number has requested deny Collect or deny Third Number Billing call restrictions or whether a telephone line number based non-proprietary calling card has a valid Personal Identification Number (PIN).

28.2.2. Technical Requirements

- 28 2.2.1 Prior to the availability of Local Number Portability, Sprint shall enable KMC to store in Sprint's LIDB any subscriber Line Number of Special Billing Number record, whether ported or not, for which the NPA-NXX or NXX-01-XX Group is supported by that LIDB, and NPA-NXX and NXX-0/1XX Group Records, belonging to a NPA-NXX or NXX-0/1XX owned by KMC.

- 28.2.2.2. Subsequent to the availability of a long-term solution for Number Portability, Sprint, under the terms of a separate agreement with KMC, shall enable KMC to store in Sprint's LIDB any subscriber Line Number or Special Billing Number record, whether ported or not, regardless of the number's NPA-NXX or NXX-0/1XX.
- 28.2.2.3. Sprint shall perform the following LIDB functions for KMC's subscriber records in LIDB: Billed Number Screening (provides information such as whether the Billed Number may accept Collect or Third Number Billing calls), and Calling Card Validation.
- 28.2.2.4. Sprint shall process KMC's subscribers' records into LIDB at Parity with Sprint subscriber records. With respect to other LIDB functions Sprint shall indicate to KMC what additional functions (if any) are performed by LIDB in their network.
- 28.2.2.5. Sprint shall perform backup and recovery of all of KMC's data in LIDB at Parity with backup and recovery of all other records in the LIDB, including sending to LIDB all changes made since the date of the most recent backup copy.

28.2.3 Compensation and Billing

- 28.2.3.1. Access by KMC to LIDB information in Sprint's LIDB Database - KMC shall pay a per query charge as detailed in Sprint's applicable tariff or published price list.
- 28.2.3.2. Access to Other Companies' LIDB Database - Access to other companies' LIDB shall be provided at a per query rate established for hubbing of \$0.0035 and a rate for LIDB queries and switching of \$0.065 for a combined rate of \$0.0685.

- 28.2.4. Authorized Uses of Sprint's LIDB Database - Use of Sprint's LIDB Database by KMC and KMC's customers is limited to obtaining LIDB responses and using the information contained in those responses only on a call by call basis and only to support service related to a call in progress. KMC will not capture, cache, or store any information contained in a LIDB response. KMC will prohibit in its tariff or contracts with its customers or other third parties the capture, caching or storage of LIDB response information and passing of any information obtained from a LIDB query response on to any third party

28.3. Calling Name Database (CNAM)

- 28.3.1. The CNAM database is a transaction-oriented database accessible via

the CCS network. It contains records associated with subscribers' Line Numbers and Names. CNAM accepts queries from other Network Elements and provides the calling name. The query originator need not be the owner of CNAM data. CNAM provides the calling parties' name to be delivered and displayed to the terminating caller with 'Caller ID with Name'.

28.3.2 Technical Requirements

28.3.2.1. Storage of KMC Caller Names in the Sprint CNAM Database is available under the terms of a separate contract.

28.3.2.2. Sprint shall provide access to Sprint CNAM database for purpose of receiving and responding to CNAM Service Queries.

28.3.3. Compensation and Billing

28.3.3.1. Access by KMC to CNAM information in Sprint's CNAM Database - KMC shall pay a per query charge as detailed in Sprint's applicable tariff or published price list.

28.3.3.2. Access to Other Companies' CNAM Database - Access to other companies CNAM shall be provided at a per query rate established for hubbing of \$0.0035 and a rate for CNAM queries and switching of \$0.016 for a combined rate of \$0.0195.

28.3.4. Authorized Uses of Sprint's CNAM Database - Use of Sprint's CNAM Database by KMC and KMC's customers is limited to obtaining CNAM responses and using the information contained in those responses only on a call by call basis and only to support service related to a call in progress. KMC will not capture, cache, or store any information contained in a CNAM response. KMC agrees to prohibit via its tariff or contracts with its customers or other third parties the capture, caching or storage of CNAM response information and the passing or resale of any information obtained from a CNAM query response on to any third party.

28.4 Toll Free Number Database

28.4.1. The Toll Free Number Database provides functionality necessary for toll free (e.g., 800 and 888) number services by providing routing information and additional vertical features (i.e., time of day routing by location, by carrier and routing to multiple geographic locations) during call setup in response to queries from KMC's switch. The Toll Free records stored in Sprint's database are downloaded from the SMS/800. Sprint shall provide the Toll Free Number Database in accordance with the following:

28.4.1.1. Technical Requirements

28.4.1 1.1. The Toll Free Number Database shall return IXC identification and, where applicable, the queried toll free number, translated numbers and instructions as it would in response to a query from a Sprint switch.

28 4.2. Compensation and Billing

28.4.2.1. Access by KMC to the Toll Free Number Database Information - KMC shall pay a per query charge as detailed in Sprint's applicable tariff or published price list.

28 4.3. Authorized Uses of Sprint's Toll Free Database - Use of Sprint's Toll Free Database by KMC and its customers is limited to obtaining information, on a call-by-call basis, for proper routing of calls in the provision of toll free exchange access service or local toll free service

28.5. Local Number Portability Local Routing Query Service

28.5.1. TCAP messages originated by KMC's SSPs and received by Sprint's database will be provided a response upon completion of a database lookup to determine the LRN. This information will be populated in industry standard format and returned to KMC so that it can then terminate the call in progress to the telephone number now residing in the switch designated by the LRN. Sprint shall provide the LNP Query Service in accordance with the following:

28 5 1 1. Technical Requirements

28.5.1 1 1. KMC agrees to obtain, prior to the initiation of any query or other service under this Agreement, a NPAC/SMS User Agreement with Lockheed. KMC will maintain the NPAC/SMS User Agreement with Lockheed, or its successor, as long as it continues to make LNP queries to the Sprint database. Failure to obtain and maintain the NPAC/SMS User Agreement is considered a breach of this Agreement and is cause for immediate termination of service. Sprint shall not be liable for any direct or consequential damages due to termination because of lack of a NPAC/SMS User Agreement.

28 5.1.1 2 First Usage Notification - Sprint will provide KMC with notification of the first ported number order processed in each NPA/NXX

eligible for porting. This shall be provided via E-mail to KMC's designee on a mutually agreeable basis.

28.5 2. Compensation and Billing

- 28.5.2.1. Access by KMC to the LNP Database information -- KMC shall pay a per query charge as detailed in Sprint's applicable tariff or published price list.
- 28.5.2.2. NPAC Costs - Sprint's LNP Database service offering does not include the cost of any charges or assessments by Number Portability Administrative Centers, whether under the NPAC/SMS User Agreement with Lockheed, or otherwise, or any charges assessed directly against KMC as the result of the FCC LNP Orders or otherwise by any third-party. These costs include the costs assessed against telecommunications carriers to pay for NPAC functions as permitted by the FCC and applicable legal or regulatory bodies. Sprint shall have no liability to KMC or the NPAC for any of these fees or charges applicable to KMC, even though it may pay such charges for other Sprint companies

Add to Part F of Agreement:

29. SIGNALING NETWORK INTERCONNECTION

29.1.1. Definition

- 29 1.1.1. SS7 Network Interconnection is the interconnection of KMC local Signaling Transfer Point ("STPs") with Sprint STPs. This interconnection provides connectivity that enables the exchange of SS7 messages among Sprint switching systems and databases ("DBs"), KMC local or tandem switching systems, and other third party switching systems directly connected to the Sprint SS7 network.

29 1.1.2 Technical Requirements

- 29.1.1.2.1. SS7 Network Interconnection shall provide signaling connectivity to all components of the Sprint SS7 network. These include:

- 29.1.1.2.1.1. Sprint local or tandem switching systems;
- 29 1 1 2.1.2. Sprint SCP databases; and
- 29.1.1.2.1.3. Other third party local or tandem switching systems

- 29.1.1.3. The connectivity provided by SS7 Network Interconnection shall fully support the functions of Sprint switching systems and databases and KMC or other third party switching systems that are connected with A-link access to the Sprint SS7 network.
- 29.1.1.4. If traffic is routed based on dialed or translated digits between an KMC Local Switching system and a Sprint or other third party Local Switching system, either directly or via a Sprint tandem switching system, then, at Parity to itself and where available, that the Sprint SS7 network shall convey via SS7 Network Interconnection the TCAP messages that are necessary to provide Call Management services (Automatic Callback, Automatic Recall, and Screening List Editing) between the KMC local STPs and the Sprint or other third party local Switch. TCAP messages will be exchanged on a bill and keep basis
- 29.1.1.5. When the capability to route messages based on Intermediate Signaling Network Identifier ("ISNI") is generally available on Sprint STPs, the Sprint SS7 Network shall also convey TCAP messages using SS7 Network Interconnection in similar circumstances where the Sprint Switch routes traffic based on a Carrier Identification Code ("CIC").
- 29.1.1.6. SS7 Network Interconnection shall provide all functions of the MTP as specified in ANSI T1. 111 (Reference 12 5.2). This includes
- 29.1.1 6 1 Signaling Data Link functions, as specified in ANSI T1.111 2;
- 29.1.1.6.2 Signaling Link functions, as specified in ANSI T1.111.3; and
- 29.1.1.7. Signaling Network Management functions, as specified in ANSI T1.111.4.
- 29.1.1.8 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as specified in ANSI T1.112 (Reference 12 5.4). In particular, this includes Global Title Translation ("GTT") and SCCP Management procedures, as specified in T1.112.4. Where the destination signaling point is a Sprint switching system or DB, or is another third party local or tandem switching system directly connected to the Sprint SS7 network, SS7 Network Interconnection shall include final GTT of messages to the destination and SCCP Subsystem Management of the destination. Where the destination signaling point is an KMC local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a Gateway pair of KMC local STPs, and shall not include SCCP Subsystem Management of the destination.

29 1 2. SS7 Network Interconnection shall provide all functions of the Integrated

Services Digital Network User Part ("ISDNUP"), as specified in ANSI T1.113.

29.1.3 SS7 Network Interconnection shall provide all functions of the TCAP, as specified in ANSI T1.114.

29.1.4. If and when Internetwork MTP Routing Verification Test ("MRVT") and SCCP Routing Verification Test ("SRVT") become approved ANSI standards and available capabilities of Sprint STPs, SS7 Network Interconnection shall provide these functions of the OMAP.

29.1 5. Sprint shall offer the following SS7 Network Interconnection options to connect KMC or KMC-designated STPs to the Sprint SS7 network:

29.1 5 1. A-link interface from KMC local or tandem switching systems, and

29.1.5.2. B-link interface from KMC STPs.

29 1.6. The Signaling Point of Interconnection ("SPOI") for each link shall be located at a cross-connect element, including, but not limited to, a DSX-1, in the Central Office ("CO") where the Sprint STPs is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. Sprint shall offer higher rate DS1 signaling links for interconnecting KMC Local Switching systems or STPs with Sprint STPs as soon as these become approved ANSI standards and available capabilities of Sprint STPs. Sprint and KMC shall work jointly to establish mutually acceptable SPOI.

29.1.7. Where physical diversity is available, the Sprint CO shall provide intraoffice diversity between the SPOIs and the Sprint STPs, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B or D-links in a layer connecting to a Sprint STPs.

29 1 8. Sprint shall set message screening parameters to accept messages at KMC's instructions from KMC local or tandem switching systems destined to any signaling point in the Sprint SS7 network with which the KMC switching system has a legitimate signaling relation

29 1 9 SS7 Network Interconnection shall be equal to or better than all of the requirements for SS7 Network Interconnection set forth in the following technical references:

29.1.10. Signaling Link transport shall consist of full duplex mode 56 Kbps transmission paths.

29.1.11. Of the various options available, Signaling Link Transport shall perform in the following two ways.

29.1.11.1. As an "A-link" which is a connection between a Switch or SCP and a home Signaling Transfer Point Switch ("STPs") pair; and

29.1.11.2. As a “D-link” which is a connection between two (2) STPs pairs in different company networks (*e.g.*, between two STPs pairs for two (2) Competitive Local Exchange Carriers (“CLECs”)).

29.1.12. Signaling Link Transport shall consist of one (1) or more signaling link layers as follows:

29.1.12.1. An A-link layer shall consist of two (2) links.

29.1.12.2. A B or D-link layer shall consist of four (4) links.

29.1.12.3. A signaling link layer shall satisfy a performance objective such that

29.1.12.3.1. There shall be no more than two minutes down time per year for an A-link layer; and

29.1.12.3.2. There shall be negligible (less than 2 seconds) down time per year for a B-link layer.

29.1.12.4. A signaling link layer shall satisfy interoffice and intraoffice diversity of facilities and equipment, such that:

29.1.12.4.1. No single failure of facilities or equipment causes the failure of both links in an A-link layer (*i.e.*, the links should be provided on a minimum of two (2) separate physical paths end-to-end); and

29.1.12.4.2. Where available and to the greatest extent possible, no two (2) concurrent failures of facilities or equipment shall cause the failure of all four (4) links in a D-link layer (*i.e.*, the links should be provided on a minimum of three (3) separate physical paths end-to-end).

29.1.12.5. Interface Requirements

29.1.12.5.1. There shall be a DS1 (1.544 Mbps) interface at the KMC-designated SPOIs. Each 56 Kbps transmission path shall appear as a DS0 channel within the DS1 interface

29.1.13. Signaling Transfer Points (STPs)

29.1.13.1. Definition

29.1.13.1.1. Signaling Transfer Points (STPs) is a signaling network function that includes all of the capabilities provided by the signaling transfer point

switches (STPs) and their associated signaling links which enable the exchange of SS7 messages among and between switching elements, database elements and signaling transfer points

29 1.13.2. Technical Requirements.

29 1.13.3. STPs shall provide access to and fully support the functions of all other Network Elements connected to the Sprint SS7 network. These include

29 1.13.3.1. Sprint Local Switching or Tandem Switching;

29.1.13.3.2. Sprint Service Control Points/Databases;

29.1.13.3.3. Third-party local or Tandem Switching systems, and

29 1.13.3.4 Third party provides STPs.

29.1.13.4 The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to Sprint's SS7 network. This explicitly includes the use of Sprint's SS7 network to convey messages which either originate or terminate at a signaling end point directly connected to the Sprint SS7 network or which are originated or terminated to a signaling point within the KMC network in conjunction with Sprint's provision of tandem switching to KMC (*i.e.*, transit messages). When the Sprint SS7 network is used to convey transit messages, there shall be no alteration of the Integrated Services Digital Network User Part ("ISDNUP") or Transaction Capabilities Application Part ("TCAP") user data that constitutes the content of the message

29.1.13.5 If a Sprint tandem Switch routes calling traffic, based on dialed or translated digits, on SS7 trunks between an KMC local Switch and third party local Switch, Sprint's SS7 network shall convey the TCAP messages that are necessary to provide Call Management features (Automatic Callback, Automatic Recall, and Screening List Editing) between the KMC local STPs and the STPs that provide connectivity with the third party local Switch, even if the third party local Switch is not directly connected to Sprint's STPs.

29.1.13.6. STPs shall provide all functions of the MTP as specified in Telcordia (formerly Bellcore) ANSI Interconnection Requirements. This includes:

29 1.13.6.1 Signaling Data Link functions, as specified in ANSI T1 111.2;

29 1.13.6.2. Signaling Link functions, as specified in ANSI T1.111.3; and

29 1 13.6.3. Signaling Network Management functions, as specified in ANSI T1.111.4.

29.1.13.7. STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as specified in ANSI T1.112 (Reference 12.5.4) In particular, this includes Global Title Translation ("GTT") and SCCP Management procedures, as specified in T1 112.4.

29.1.13 8 In cases where the destination signaling point is a Sprint local or tandem switching system or database, or is an KMC or third party local or tandem switching system directly connected to Sprint's SS7 network, Sprint STPs shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, STPs shall perform intermediate GTT of messages to a Gateway pair of STPs in an SS7 network connected with the Sprint SS7

network, and shall not perform SCCP Subsystem Management of the destination.

29.1.13.9. STPs shall also provide the capability to route SCCP messages based on ISNI, as specified in ANSI T1.118 (Reference 12.5.7), when this capability becomes available on Sprint STPs.

29.1.13.10. Where available in both Parties' networks, STPs shall provide all functions of the OMAP commonly provided by STPs, as specified in the reference in subsection 12.5.6. All OMAP functions will be on a "where available" basis and can include:

29.1.13.10.1 MTP Routing Verification Test ("MRVT");
and

29.1.13.10.2. SCCP Routing Verification Test ("SRVT").

29.1.13.11 In cases where the destination signaling point is a Sprint local or tandem switching system or database, or is a KMC or third party local or tandem switching system directly connected to the Sprint SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a Gateway pair of STPs in an SS7 network connected with the Sprint SS7 network. This requirement shall be superseded by the specifications for Internetwork MRVT and SRVT if and when these become approved ANSI standards and available capabilities of Sprint STPs.

29.1.13.12 STPs shall be on parity with Sprint and shall be equal to or better than the following Performance requirements:

29.1.13.12.1. MTP Performance, as specified in ANSI T1.111.6; and

29.1.13.12.2. SCCP Performance, as specified in ANSI T1.112.5.

29.1.13.13. Interface Requirements.

29.1.13.13.1. Sprint shall provide the following STP options to connect KMC or KMC-designated local switching systems or STPs to the Sprint SS7 network:

29.1.13.13.1.1.1. An A-link interface from CLEC local switching systems; and

29.1.13.13.1.1.2. B- or D-link interface from CLEC STPs.

29.1.13.13.1.2. Each type of interface shall be provided by one or more sets (layers) of signaling links, as follows:

29.1.13.13.1.2.1. An A-link layer shall consist of two (2) links,

29.1.13.13.1.2.2. A B- or D-link layer shall consist of four (4) links,

29.1.13.13.1.2.3. Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where the Sprint STPs is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. Sprint shall offer higher rate DS1 signaling for interconnecting KMC Local Switching systems or STPs with Sprint STPs as soon as these become approved ANSI standards and available capabilities of Sprint STPs. Sprint and KMC will work jointly to establish mutually acceptable SPOIs.

29.1.13.13.1.3. Where available and to the extent possible, Sprint shall provide MTP and SCCP protocol interfaces that shall conform to all Sections relevant to the MTP or SCCP in the following specifications.

29.1.13.13.1.3.1. Telcordia (formerly Bellcore) GR-905-CORE, Common Channel Signaling Network Interface Specification ("CCSNIS") Supporting Network Interconnection, Message Transfer Part ("MTP"), and Integrated Services Digital Network User Part ("ISDNUP"); and

29.1.13.13.1.3.2. Telcordia (formerly Bellcore) GR-1432-CORE, CCS Network Interface Specification ("CCSNIS") Supporting Signaling Connection Control Part ("SCCP") and Transaction Capabilities Application Part ("TCAP").

29.1.13 14 Message Screening

- 29.1.13.14.1. Sprint shall set message screening parameters so as to accept valid messages from KMC local or tandem switching systems destined to any signaling point in the Sprint SS7 network with which the KMC switching system has a legitimate signaling relation.
- 29 1 13.14.2. Sprint shall set message screening parameters so as to accept valid messages from KMC local or tandem switching systems destined to any signaling point or network interconnected to the Sprint SS7 network with which the KMC switching system has a legitimate signaling relation
- 29.1 13.14.3. Sprint shall set message screening parameters so as to accept valid messages destined to an KMC local or tandem switching system from any signaling point or network interconnected to the Sprint SS7 network with which the KMC switching system has a legitimate signaling relation.
- 29 1.13 14 4. Sprint shall set message screening parameters so as to accept and send messages destined to an KMC SCP from any signaling point or network interconnected to the Sprint SS7 network with which the KMC SCP has a legitimate signaling relation.

- 29.1 13 15.Sprint shall provide physical interconnection to SCPs through the SS7 network and protocols, as specified in Section 12 of this Attachment, with TCAP as the application layer protocol,
- 29 1.13.16.Sprint shall provide physical interconnection to databases via industry standard interfaces and protocols (*e.g.*, ISDN and X.25);
- 29 1 13.17.The reliability of interconnection options shall be consistent with requirements for diversity and survivability as specified in Section 12 of this Attachment (which applies to both SS7 and non-SS7 interfaces);
- 29.1.13.18.Database functionality shall be unavailable a maximum of thirty (30) minutes per year, both scheduled and unscheduled. Unavailability due to software and hardware upgrades shall be scheduled during minimal usage periods and only be undertaken upon advance notification to providers which might be impacted. Any downtime associated with the provision of call processing related databases will impact all service providers, including Sprint, equally.
- 29.1.13.19.Sprint shall provide Database provisioning consistent with the provisioning requirements of this Agreement (*e.g.*, data required, edits, acknowledgments, data format, transmission medium and notification of order completion);
- 29.1.13.20 The operational interface provided by Sprint shall complete Database transactions (*i.e.*, add, modify, delete) for KMC subscriber records stored in Sprint databases within twenty-four (24) hours, or sooner where Sprint provisions its own subscriber records within a shorter interval;
- 29.1.13.21.Sprint shall provide Database maintenance consistent with the maintenance requirements as specified in this Agreement (*e.g.*, notification of Sprint Network Affecting Events, testing, dispatch schedule and measurement and exception reports);
- 29.1.13.22 Sprint shall provide billing and recording information to track database usage consistent with connectivity billing and recording requirements as specified in this Agreement (*e.g.*, recorded message format and content, timeliness of feed, data format and transmission medium); and
- 29.1 13 23.Sprint shall provide SCPs/Databases in accordance with the physical security requirements specified in this Agreement.

PART F – INTERCONNECTION

1. LOCAL INTERCONNECTION TRUNK ARRANGEMENT

This Interconnection Part F sets forth the terms and conditions under which KMC and Sprint will interconnect their networks for the transmission and mutual exchange of telephone exchange traffic and exchange access traffic.

Interconnection shall be provided in accordance with Applicable Law including §51.305.

1.1. The Parties shall reciprocally terminate Local Traffic, ISP-Bound, Transit, and IntraLATA/InterLATA toll calls originating on the other Party's network as follows

1.1.1 The Parties shall make available to each other two-way trunks for the reciprocal exchange of combined Local Traffic, ISP-Bound Traffic, Transit, and non-equal access IntraLATA toll traffic ("Local Interconnection Trunk Group").

1.1.1.1 At KMC's election, and absent engineering or other technical limitations, the Parties agree to utilize two-way trunks (one-way directionalized) or two-way trunks (two-way directionalized)

1.1.2. Separate two-way trunks will be made available for the exchange of equal-access local transit traffic, InterLATA, and IntraLATA interexchange traffic that transits Sprint's network

1.1.3 KMC may use the same physical facilities (e.g., dedicated transport access facilities, dedicated transport UNE facilities) to provision trunk groups that carry telecommunications traffic, provided such combination of traffic is technically feasible and not for the purpose of avoiding access charges.

1.1.4 Sprint shall provide trunking in accordance with applicable Telcordia and other industry standards.

1.1.5. At KMC's request, Sprint shall provide for overflow routing from a given KMC trunk group or groups onto another KMC trunk group or groups as KMC designates.

1.1.6 Sprint and KMC shall agree on the establishment of two-way trunk groups for the exchange of traffic for other IXC's. These trunk groups can be provided in a "meet point" arrangement.

1.1.7. Separate trunks will be utilized for connecting KMC's switch to each 911/E911 tandem.

1.1.7.1. Notwithstanding the foregoing, the Parties agree that where KMC represents and warrants to Sprint that it will only offer data services and will not provide voice service to its end users over the network elements furnished by Sprint, separate trunks will not be required for connection of KMC's switch to the 911/E911 tandem.

1.1.7.1.1. KMC understands and agrees that, should it provide voice service, it is required to meet all applicable 911 service requirements in accordance with Applicable Rules; and

1.1.7.1.2 KMC agrees to begin implementing access to 911 to meet its obligations sufficiently in advance of the planned implementation of voice service to meet its 911 requirements.

1.1.8 Separate trunk group for Directory Assistance and/or Operator Services from Sprint KMC, at its option, may establish trunks from its own Operator Services platform directly to Sprint's Operator Service center.

1.1.9. Intentionally Left Blank.

1.1.10 At either Party's request, the Parties agree to work cooperatively to determine the feasibility of combining Local/IntraLATA Trunk Groups and IXC/Transit Trunk Groups on single Interconnection Trunk Groups ("Joint Interconnection Trunk Groups"). Whenever the Parties mutually agree to Joint Interconnection Trunk Groups:

1.1.10.1. KMC may order new Joint Interconnection Trunk Groups in accordance with such ordering and billing procedures. In addition, at KMC's written request, the Parties will work together in good faith to convert existing Local/IntraLATA Trunk Groups and IXC Trunk Groups into Joint Interconnection Trunk Groups; provided that the Parties will complete such conversions within an interval and at appropriate charges negotiated by the Parties

1.1.11 In instances where, the Parties acknowledge that legacy OS/DA interfaces require a special interconnection arrangement to allow transport of KMC originating OS/DA calls that terminate to AT&T and the existing Interconnection does not transport such calls, Sprint will cooperate with the KMC to install trunk group(s), at KMC's expense, as required to the ILEC tandem or Operator Services

position for transport of equal access (IXC) Operator calls which are routed to AT&T or other legacy platform (MF with modified operator signaling).

1.2 Points of Interconnection

Methods of obtaining interconnection and access to unbundled elements under section 251 of the Act shall be in accordance with Applicable Law including § 51 321.

Physical Point of Interconnection (“POI”) means the physical point that establishes the technical interface, the test point, and the operational responsibility hand-off between KMC and Sprint for the local interconnection of their networks.

- 1.2.1. Physical Point of Interconnection. KMC must establish a minimum of one (1) Physical POI at any Technically Feasible point on Sprint’s network within in each LATA in which KMC interconnects with Sprint. The POI may be at any Technically Feasible point including, but not limited to, any electronic or manual cross-connect points, Collocations, entrance facilities, and mid-span meets KMC will be responsible for engineering and maintaining its network on its side of the POI. Sprint will be responsible for engineering and maintaining its network on its side of the POI. If and when the Parties choose to interconnect at a mid-span meet, KMC and Sprint will jointly provision the facilities that connect the two (2) networks. Sprint reserves the right to establish its own Physical POI, at any technically feasible point on KMC’s network, if KMC elects to file, and the Commission approves, KMC’s cost studies for transport.

1.2.1.1. The Parties may agree to additional POIs at any Technically Feasible point.

1 2.2. If and when the Parties choose to interconnect at a mid-span meet, KMC and Sprint will jointly provision the facilities that connect the two networks. The Parties shall mutually agree on a mid-span point within the LATA and within Sprint's service territory in accordance with Applicable Law, and each Party will pay 100% of the costs of the facilities from the mid-span point to its network. Sprint will be the "controlling carrier" for purposes of MECOD guidelines.

1 2.3. If third party (*i.e.* Competitive Access Provider or "CAP") leased facilities are used for interconnection, the Physical POI will be defined as the Sprint office in which the third party's leased circuit terminates.

1 2.4. If KMC utilizes leased facilities under a meet point arrangement between Sprint and a third party (*i.e.* a connecting ILEC) the Physical POI will be Sprint office where the leased facility terminates.

1.2.5. Intentionally left blank

1.2.6. The Parties, to meet their obligations of this Attachment, may purchase transport from the other Party for transport and termination of traffic.

1.2 7 All charges, both non-recurring and recurring, associated with transport between Sprint and KMC shall be in accordance with Applicable Law. For two-way trunking that carries both Parties' traffic, including trunking that carries Transit Traffic, each Party shall pay its proportionate share of the recurring charges for transport facilities and nonrecurring charges for facility additions based on the percentage of the total traffic originated by that Party. The Parties shall agree to the applicable percentages twice per year based on the previous six (6) months' minutes of use billed by each Party. Each Party shall pay its proportionate share of the nonrecurring charges for initial facilities based on the joint forecasts for circuits as agreed upon by the Parties. Each Party shall be responsible for ordering and paying for any facilities for two-way trunks carrying only its transit traffic.

1 3 Technical Requirements for Interconnection

1.3.1 Interconnection at the Sprint Tandem:

1 3 1.1. Interconnection to Sprint's Tandem Switch(es) will interconnect for the exchange of traffic to the Sprint end offices and NXXs which subtend that tandem(s), where local trunking is provided, and access to the toll network

1.3.1.2. Interconnection to a Sprint Tandem for transit purposes will provide access to telecommunications carriers which are connected to that Tandem Switch.

1.3.1.3. Where a Sprint Tandem Switch also provides End-Office Switch functions, interconnection to a Sprint tandem serving that exchange will also provide CLEC access to Sprint's end offices.

1.3.2. Interconnection at the Sprint End Office

1.3.2.1. Interconnection to Sprint End Office Switch will provide CLEC local interconnection for local service purposes to the Sprint NXX codes served by that end office and any Sprint NXXs served by remotes that subtend those End Offices.

1.4 Joint Fiber Facilities.

1.4.1. Joint Optical Interconnection

1.4.1.1. Upon mutual agreement by both Parties, the Parties may interconnect using a Joint Optical Interconnection. If the Parties interconnect pursuant to a Joint Optical Interconnection (JOI) arrangement, KMC and Sprint shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system by which they shall interconnect their networks. The Parties shall work jointly to determine the specific transmission system. The Parties shall meet within a reasonable period of time to determine the technical specifications for the transmission system, and existing systems shall be given priority in the selection of the specifications, provided the existing systems' capacity meets the Parties' combined two-year forecasts. The SONET transmission equipment deployed by the Parties must be compatible with the technical specifications determined by the Parties, and the Data Communications Channel (DCC) must be turned off

1.4.1.2. The Parties shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of their own SONET transmission system

1.4.1.3 Sprint shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the Sprint Interconnection Wire Center ("BIWC").

- 1.4.1 4. KMC shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the KMC Interconnection Wire Center ("KMC Wire Center").
- 1.4.1.5. KMC shall designate a manhole or other suitable entry way located outside the BIWC and Sprint shall make all necessary preparations to receive and to allow and enable KMC to deliver fiber optic facilities into that manhole, providing sufficient spare length of Optical Fire Resistance ("OFR") cable to reach the Fiber Optical Terminal ("FOT") equipment in the BIWC. KMC shall deliver and maintain such strands wholly at its own expense. Sprint shall take the fiber from the manhole and terminate it inside the BIWC in the FOT equipment at Sprint's expense.
- 1.4.1.6. Sprint shall designate a manhole or other suitable entry way outside KMC's Wire Center and KMC shall make all necessary preparations to receive and to allow and enable Sprint to deliver fiber optic facilities into that manhole, providing sufficient spare length of OFR cable to reach the FOT equipment at KMC's Wire Center. Sprint shall deliver and maintain such strands wholly at its own expense. KMC shall take the fiber from the manhole and terminate it inside KMC's Wire Center in the FOT equipment at KMC's expense.
- 1.4.1 7. The Parties shall use the Joint Fiber Facility for delivery of traffic, including Local, transit and IntraLATA, between the Parties. Provided, however, special access traffic shall not be routed over the Joint Fiber Facility.
- 1.4 1 8. Notwithstanding the provisions of Attachment, neither Party shall charge the other for the use of the JOI facility for the transmission of traffic to the other Party's location. However, appropriate call transport and termination charges and switched access charges, associated with the rest of either Party's network, for Local Traffic and IntraLATA toll traffic shall apply in accordance with this Agreement and applicable Commission-approved switched access tariffs. Nothing in this Agreement shall alter the charges assessed by either Party to a third party carrier for delivery of transit traffic. Charges for the use of the JOI for transit traffic shall be billed by KMC to the appropriate carrier.
- 1 4.1.9. Each Party shall use its best efforts to ensure that fiber received from the other Party will enter the Party's Wire

Center through an entrance facility separate from that from which the Party's own fiber exited

- 1 4.1 10. The Parties shall work cooperatively to determine the assignment control of the fiber strands that will be used for the JOI facility.
- 1.4.1 11. The Parties shall cooperate with one another for the purpose of maintaining and testing the fiber-optic cable.
- 1 4 1 12. Unless otherwise limited by existing equipment constraints in subsection 1.3.1.1, above, the minimum data rate hand off of the SONET transmission system must be at OC-48. Unless otherwise mutually agreed, the OC-48 system will be activated in OC-12 increments. Trunks using the OC-48 transmission system shall be combined at the DS0, DS1, DS3, STS1, and OCn levels.

1.4 2 Fiber Meet

- 1 4 2.1. If KMC elects to establish a Point of Interconnection with Sprint pursuant to a Fiber Meet, KMC and Sprint shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system, where available, by which they shall interconnect their networks for the transmission and routing of traffic via a Local Channel facility. The Parties shall work jointly to determine the specific transmission system. The Parties shall meet within a reasonable period of time to determine the technical specifications for the transmission system, and existing systems shall be given priority in the selection of the specifications, provided the existing systems' capacity meets the Parties' combined two-year forecasts. The SONET transmission equipment deployed by the Parties must be compatible with the technical specifications determined by the Parties, and the Data Communications Channel (DCC) must be turned off.
- 1.4.2.2. Sprint shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the Sprint Interconnection Wire Center ("SIWC").
- 1.4.2 3. KMC shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the KMC Interconnection Wire Center ("KMC Wire Center").
- 1 4 2.4. The Parties shall designate a Point of Interconnection, not within either Party's wire center, as a Fiber Meet point, and shall make all necessary preparations to receive, and to

allow and enable KMC to deliver, fiber optic facilities into the Point of Interconnection with sufficient spare length to reach the fusion splice point at the Point of Interconnection. Sprint shall, wholly at its own expense, procure, install, and maintain the fusion splicing point in the Point of Interconnection. A Common Language Location Identification ("CLLI") code, which must be a building type code, will be established for each Point of Interconnection and will be noted properly on orders between the Parties

- 1.4.2.5. Each Party shall deliver and maintain its fiber wholly at its own expense. Upon request by KMC, Sprint shall allow KMC access to the Fiber Meet entry point for maintenance purposes as promptly as possible.
- 1.4.2.6. The Parties shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of their own SONET transmission system.
- 1.4.2.7. Each Party will be responsible for (i) providing its own transport facilities to the Fiber Meet, and (ii) the cost to build-out its facilities to such Fiber Meet.
- 1.4.2.8. Neither Party shall charge the other for its portion of the Fiber Meet facility used exclusively for non-transit local traffic (i.e. the Local Channel). Charges incurred for other services including dedicated transport facilities to the Point of Interconnection if applicable will apply. Charges for Switched and Special Access Services shall be billed to the appropriate carrier in accordance with the applicable Commission approved switched access service tariff.
- 1.4.2.9. Unless otherwise limited by existing equipment constraints in §1.3.2.1, above, the minimum data rate hand off of the SONET transmission system must be at OC-48. Unless otherwise mutually agreed, the OC-48 system will be activated in OC-12 increments. Trunks using the OC-48 transmission system shall be combined at the DS0, DS1, DS3, STS1, and OCn levels.

2. INTERCONNECTION COMPENSATION MECHANISMS

Scope of transport and termination pricing rules in accordance with Applicable Law including § 51.701.

2.1. Interconnection Compensation

- 2.1.1. Each Party is responsible for bringing its facilities to the POI.
- 2.1.2. This Section intentionally left blank
- 2.1.3. This Section intentionally left blank
- 2.2. Compensation for Local Traffic Transport and Termination Reciprocal compensation obligation of the Parties in accordance with Applicable Law including § 51.703.
 - 2.2.1 The POI determines the point at which the originating carrier shall pay the terminating carrier for the completion of traffic. The following compensation elements shall apply:
 - 2.2.1.1. "Transport," which includes the two (2) rate elements, dedicated and common transport, of transmission and any necessary Tandem Switching of Local Traffic from the interconnection point between the two (2) carriers to the terminating carrier's end-office switch that directly serves the called end-user; and
 - 2.2.1.2 "Termination," which includes the switching of Local Traffic at the terminating carrier's end office switch.
- 2.3. When a KMC subscriber places a call to Sprint subscribers, KMC will hand off that call to Sprint at the POI. Conversely, when Sprint hands over traffic to KMC for KMC to transport and terminate, Sprint must use an established POI, or POIs, within the LATA.
 - 2.3.1. Intentionally left blank.
- 2.4. [KMC ALTERNATIVE LANGUAGE] When the Parties are interconnected at the Sprint Tandem Switch, CLEC shall pay a charge for Tandem Switching, common transport to the end office and end-office termination.
 - 2.4.1. [KMC ALTERNATIVE LANGUAGE] Charges billed to Sprint by KMC for the transport and termination of Local Telecommunications Traffic will be equal to those that Sprint assesses the KMC for the same services Where KMC's switch serves a geographical area comparable to the area served by the Sprint tandem, Sprint shall pay KMC for Tandem Switching, common transport, and end-office termination. If the KMC switch serves a geographical area that is not comparable to the area served by the Sprint tandem, Sprint shall pay KMC end-office termination.

2.4.2. [KMC ALTERNATIVE LANGUAGE] The parties agree that, for purposes of this Agreement, and expressly subject to the change of law provisions contained in the Agreement (if any) KMC's switch shall be considered to serve a geographic area comparable to the geographic area served by Sprint's local tandem switch (the "Sprint Switch Service Area") within the meaning of FCC Rule 51.711(a)(3) (47 C.F.R. § 51.711(a)(3)) and applicable state law. The parties further agree that KMC's self-certification of the fact that it meets the geographic comparability requirements set forth in FCC Rule 51.711(a)(3) (47 C.F.R. § 51.711(a)(3)) is based on the fact that KMC's meets the following conditions:

2.4.2.1. KMC has deployed a switch, and has opened NPA/NXXs for the purpose of providing service in some or all of the exchanges located within the geographic area claimed to be served by KMC's switch (the "KMC Switch Service Area"); and

2.4.2.2. KMC's provision of service within KMC's Switch Service Area is accomplished using either:

2.4.2.2.1. its own facilities; or

2.4.2.2.2 a combination of its own facilities and facilities leased from Sprint and/or a third entity; and

2.4.2.2.3. the KMC Switch Service Area and the Sprint Switch Service Area are similar in size and/or population coverage, *provided that*

2.4.2.2.3.1. the KMC Switch Service Area and the Sprint Switch Service Area need not coincide; and

2.4.2.2.3.2. the KMC Switch Service Area need not be entirely within the service territory of Sprint; and

2.4.2.2.3.3. the KMC Switch Service Area need not incorporate very sparsely populated areas or largely uninhabited areas such as lakes, nature preserves, or swamps, even if such areas are served by Sprint in accordance with its obligations as the "carrier of last resort."

- 2.4.3. KMC may choose to establish direct trunking to any given end office, where Technically Feasible. For calls terminating from KMC to subscribers served by these directly-trunked end offices, KMC shall also pay for end office termination. For calls terminating from Sprint to KMC, Sprint shall also pay for end office termination.

3. SIGNALING

- 3.1. Signaling protocol The parties will interconnect their networks using SS7 signaling where technically feasible and available as defined in FR 905 Telcordia Standards including ISDN user part (ISUP) for trunk signaling and TCAP for CCS-based features in the interconnection of their networks. All Network Operations Forum (NOF) adopted standards shall be adhered to.
- 3.2. The Parties will provide CCS to each other in conjunction with all trunk groups supporting Local Traffic and transit and toll traffic, except for known limitations with INP trunking. The Parties will cooperate on the exchange of TCAP messages to facilitate full inter-operability of CCS-based features between their respective networks, including all CLASS features and functions. All available CCS signaling parameters will be provided including, but not limited to ANI, originating line information ("OLI"), calling party category, Charge Number, and CPN. All privacy indicators will be honored. For terminating FGD, Sprint will pass CPN if it receives CPN from FGD carriers. All privacy indicators will be honored. Where available, network signaling information such as transit network selection ("TNS") parameter (CCS platform) and CIC/OZZ information (non-CCS environment) will be provided by KMC wherever such information is needed for call routing or billing. The Parties will follow all OBF adopted standards pertaining to TNS and CIC/OZZ codes.
- 3.2.1 The Parties shall exchange the signaling message records referenced in Section 3.2 of this attachment on a bill-and-keep basis.
- 3.3. Refer to Part E, for detailed terms of SS7 Network Interconnection.
- 3.4. Standard interconnection facilities shall be extended superframe (ESF) with B8ZS line code. Where ESF/B8ZS is not available, KMC will agree to use other interconnection protocols on an interim basis until the standard ESF/B8ZS is available. Sprint will provide anticipated dates of availability for those areas not currently ESF/B8ZS compatible.
- 3.4.1 Where KMC is unwilling to utilize an alternate interconnection protocol, KMC will provide Sprint an initial forecast of 64 Kbps clear channel capability ("64K CCC") trunk quantities within thirty (30) days of the Effective Date consistent with the forecasting agreements between the parties. Upon receipt of this forecast, the parties will

begin joint planning for the engineering, procurement, and installation of the segregated 64K CCC Local Interconnection Trunk Groups, and the associated ESF facilities, for the sole purpose of transmitting 64K CCC data calls between KMC and Sprint. Where additional equipment is required, such equipment would be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for IXC, KMC, or Sprint internal customer demand for 64K CCC trunks. If technically feasible these trunks will be established as two-way.

4. NETWORK SERVICING

4.1. Trunk Forecasting

4.1.1. The Parties shall work towards the development of joint forecasting responsibilities for traffic utilization over trunk groups. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and or equipment are available. The Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available. Intercompany forecast information must be provided by the Parties to each other twice a year. For markets where the Parties are not interconnected, the initial trunk forecast meeting should take place soon after the first implementation meeting. A forecast should be provided at or prior to the first implementation meeting. The semi-annual forecasts shall project trunk gain/loss on a monthly basis for the forecast period, and shall include:

4.1.1.1. Yearly forecasted trunk quantities (which include baseline data that reflect actual Tandem and end office Local Interconnection and meet point trunks and Tandem-subtending Local Interconnection end office equivalent trunk requirements) for no more than two (2) years (current plus one (1) year);

4.1.1.2. The use of Common Language Location Identifier (CLLI-MSG), which are described in Telcordia documents BR 795-100-100 and BR 795-400-100,

4.1.1.3. Description of major network projects that affect the other Party will be provided in the semi-annual forecasts. Major network projects include but are not limited to trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by either party that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

- 4.1.2. Parties shall meet to review and reconcile their forecasts if forecasts vary significantly.
 - 4.1.2.1 Intentionally left blank.
 - 4.1.2.2. Intentionally left blank.
- 4.1.3. Each Party shall provide a specified point of contact, to include name, phone number, for planning forecasting and trunk servicing purposes.
- 4.1.4. Trunking can be established to Tandems or end offices or a combination of both via either one-way or two-way trunks. Trunking will be at the DS-0, DS-1, DS-3/OC-3 level, or higher, as agreed upon by KMC and Sprint.
- 4.1.5 The parties agree to abide by the following if the forecast vary significantly and cannot be agreed to: local interconnection trunk groups will be provisioned to the higher forecast. A blocking standard of one percent (1%) during the average busy hour shall be maintained. Should the Parties not agree upon the forecast, and the Parties engineer facilities at the higher forecast, the Parties agree to abide by the following.
 - 4.1.5.1 In the event that one Party over-forecasts its trunking requirements by twenty percent (20%) or more, and the other Party acts upon this forecast to its detriment, the other Party may recoup any actual and reasonable expense it incurs.
 - 4.1.5.2. The calculation of the twenty percent (20%) over-forecast will be based on the number of DS-1 equivalents for the total traffic volume to Sprint
 - 4.1.5.3 Expenses will only be recouped for non-recoverable facilities that cannot otherwise be used at any time within twelve (12) months after the initial installation for another purpose including but not limited to: other traffic growth between the Parties, internal use, or use with another party.
- 4.2. Grade of Service A blocking standard of one percent (1%) during the average busy hour, as defined by each Party's standards, for final trunk groups between a KMC end office and a Sprint access Tandem carrying meet point traffic shall be maintained. All other final trunk groups are to be engineered with a blocking standard of one percent (1%). Direct end office trunk groups are to be engineered with a blocking standard of one percent (1%).
- 4.3 Trunk Servicing. Orders between the Parties to establish, add, change or disconnect trunks shall be processed by use of an ASR, or another industry standard eventually adopted to replace the ASR for trunk ordering.

- 4.3.1 As discussed in this Agreement, both Parties will jointly manage the capacity of local interconnection trunk groups. Sprint's trunk servicing group will send a trunk group service request ("TGSR") to KMC to trigger changes Sprint desires to the local interconnection trunk groups based on Sprint's capacity assessment. KMC will issue an ASR to Sprint:
 - 4.3.1.1. Within ten (10) business days after receipt of the TGSR upon review of and in response to Sprint's TGSR, or
 - 4.3.1.2 At any time as a result of KMC's own capacity management assessment, to begin the provisioning process.
- 4.3.2. The standard interval used for the provisioning of local interconnection trunk groups shall be determined by subscriber desired due date, but in no event shall it be longer than ten (10) working days.
- 4.3.3. Orders that comprise a major project that directly impacts the other Party may be submitted at the same time, and their implementation shall be jointly planned and coordinated. Major projects are those that require the coordination and execution of multiple orders or related activities between and among Sprint and KMC work groups, including, but not limited to, the initial establishment of Local Interconnection or Meet Point trunk groups and service in an area, NXX Code moves, re-homes, facility grooming, or network rearrangements.
- 4.3.4. KMC and Sprint agree to exchange escalation lists which reflect contact personnel including vice president level officers. These lists shall include name, department, title, phone number, and fax number for each person. KMC and Sprint agree to exchange an up-to-date list on a quarterly basis.
- 4.3.5. Sprint agrees to provide traffic utilization reports to KMC for Interconnection trunks and End Offices subtending the tandem, for use by the Parties to determine End Office and Interconnection trunking requirements where KMC interconnects. The reports shall contain traffic utilization data reflected in industry standard format, with industry standard thresholds which can be used to determine the trunks needed to meet the traffic demand. These reports are to be made available on a monthly basis via email or other mutually agreed upon electronic interface. The Parties agree to work cooperatively to develop a business process, including a regular review meeting, for the exchange of the trunk utilization data and joint review of the data.
- 4 3 6 Exchange of traffic data enables each Party to make accurate and

independent assessments of trunk group service levels and requirements. Parties agree to establish a timeline for implementing an exchange of traffic data utilizing the Data Interexchange KMC (DIXC) process. The traffic data to be exchanged will include, but is not limited to, Originating Attempt Peg Count, Usage (measured in Hundred Call Seconds), Overflow Peg Count, and Maintenance Usage (measured in Hundred Call Seconds on a seven (7) day per week, twenty-four (24) hour per day, fifty-two (52) weeks per year basis. DIXC traffic data must be provided electronically using a method agreed to by the Parties, as it is collected.

5. NETWORK MANAGEMENT

- 5.1 Protective Protocols. Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward each other's network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure or focused overload. KMC and Sprint will immediately notify each other of any protective control action planned or executed.
- 5.2. Expansive Protocols. Where the capability exists, originating or terminating traffic reroutes may be implemented by either party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the parties.
- 5.3. Mass Calling. KMC and Sprint shall cooperate and share pre-planning information, where available, regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public switched network. Mass calling numbers are not cannot be used in conjunction with INP.

6. USAGE MEASUREMENT

- 6.1. Each Party shall calculate terminating interconnection minutes of use based on standard AMA recordings made within each Party's network, these recordings being necessary for each Party to generate bills to the other Party. In the event either Party cannot measure minutes terminating on its network where technically feasible, the other Party shall provide the measuring mechanism or the Parties shall otherwise agree on an alternate arrangement.
- 6.2. Measurement of minutes of use over Local Interconnection trunk groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection trunk group will be totaled for the entire monthly bill period and then rounded to the next whole minute.

- 6.3. Prior to the commencement of billing for interconnection, each Party shall provide to the other, the PLU of the traffic terminated to each other over the Local Interconnection Trunk Groups.

6.3.1. Intentionally left blank

6.3.2. Intentionally left blank.

7. TRANSIT TRAFFIC

- 7.1. Transit Traffic means the deliver of traffic originated by or terminated to the end user of one Party and terminated to or originated by a third party telecommunications carrier through the other Party over the appropriate interconnection trunks. The following traffic types will be delivered by either Party. local traffic, ISP-Bound, intraLATA toll and switched access traffic; and intraLATA 800 traffic.

7.2. Terms and Conditions

- 7.2.1. Each Party acknowledges that it is the originating Party's responsibility to enter into arrangements with each third party telecommunications carrier for the exchange of transit traffic to that third party, unless the Parties agree otherwise in writing.
- 7.2.2. Each Party acknowledges that the transiting Party does not have any responsibility to pay any third telecommunications carrier charges for termination of any identifiable transit traffic from the originating Party. Both Parties reserve the right not to pay such charges on behalf of the originating Party.

7.3. Payment Terms and Conditions

- 7.3.1. In addition to the payment terms and conditions contained in other sections of this Agreement, the Parties shall compensate each other for transit service as follows:
- 7.3.1.1. The originating Party shall pay to the transiting Party a transit service charge as set forth in Table One; and
- 7.3.1.2. If the terminating Party requests, and the transiting Party does not provide, the terminating Party with the originating record in order for the terminating Party to bill the originating Party, the terminating Party shall default bill the transiting Party for transited traffic which does not identify the originating Party.

7.4. Billing Records and Exchange of Data

- 7.4.1. Parties will use the best efforts to convert all networks transporting transit traffic to deliver each call to the other Party's network with SS7 Common Channel Interoffice Signaling (CCIS) and other appropriate TCAP messages in order to facilitate full interoperability and billing functions. The Parties agree to send all message indicators, including ANI, OLI, originating telephone number, local routing number and CIC
- 7.4.2. The transiting Party agrees to provide the terminating Party information on traffic originated by a third party Telecommunications Carrier. To the extent either Party incurs additional cost in providing this billing information, the receiving Party agrees to reimburse the Party providing the terminating information for its reasonable direct costs of providing this information.
- 7.4.3. To the extent that the industry adopts a standard record format for recording originating and/or terminating transit calls, both Parties agree to comply with the industry-adopted format to exchange records.

8.1.1 INDIRECT TRAFFIC

8.1. Interconnection

- 8.1.1. For purposes of exchanging Indirect Traffic there is no physical or direct point of interconnection between the Parties, therefore neither Party is required to construct new facilities or make mid-span meet arrangements available to the other Party for Indirect Traffic
- 8.1.2 Interconnection to a KMC location within a tandem serving area will provide Sprint with access to the KMC's facilities within that MTA and to other companies which are likewise connected to KMC within that tandem serving area for local and toll service purposes

8.2 Exchange Of Traffic

- 8.2.1. The Parties will send each other Indirect Traffic, and may also send each other Transit Traffic
- 8.2.2. Each Party acknowledges that it is the originating Party's responsibility to enter into transiting arrangements with the third party providing the transit services. Each Party acknowledges that the transiting Party does not have any responsibility to pay any third party Telecommunications KMC charges for termination of any identifiable Transit Traffic from the originating Party.
- 8.2.3. Each Party is responsible for the transport of originating calls from its network to its point of interconnection with the transiting Party.
- 8.2.4. Intentionally left blank.

8.3. Compensation for Indirect Traffic

8.3.1. Non-Local and Non-ISP-Bound Indirect Traffic

- 8.3.1.1. Compensation for the termination of non-Local traffic, non-ISP-Bound Traffic and the origination of 800 traffic between the interconnecting Parties shall be based on the applicable access charges in accordance with FCC and Commission Rules and Regulations.
- 8.3.1.2. Toll traffic, switched access, and special access traffic, if separately chargeable, shall be charged the appropriate rate out of the terminating Party's tariff or via other appropriate meet point access arrangements. Where exact transport mileage is not available, an average, arrived at by mutual agreement of the Parties, will be used.
- 8.3.1.3. Local Traffic and ISP-Bound Traffic. The rates set forth on Table One shall apply, in accordance with Part F

(OPEN TO IDENTIFY RECIP COMP PROVISIONS AS THE REFERENCE).

8 3 2 Indirect Traffic Terminating to Sprint

8.3.2.1. Each rate element utilized in completing a call shall be charged for completion of that call. For example, a call terminating from the originating Party through the Third Party transiting party, and the over terminating Party's facilities through a Tandem Switch or an End Office Switch would include charges from the terminating Party for Common Transport to the Tandem Switch, Tandem Switching, Common Transport to the End Office Switch and End Office switching in accordance with Part F.

8.3.3. Transit Traffic. The originating Party shall pay the transiting Party for the rate elements used, including Common Transport and Tandem Switching rate elements.

9. RESPONSIBILITIES OF THE PARTIES

- 9.1. Sprint and KMC agree to treat each other fairly, nondiscriminatorily, and equally for all items included in this Agreement, or related to the support of items included in this Agreement.
- 9.2. KMC and Sprint shall share responsibility for all Control Office functions for Local Interconnection Trunks and Trunk Groups, and both parties shall share the overall coordination, installation, and maintenance responsibilities for these trunks and trunk groups.
- 9.3. The Parties may agree, upon request from KMC, to establish quarterly Network Management joint meetings, via conference call or other forum to review forecasts, utilization reports, network design and any open issues related to the Interconnection or the Parties networks.
- 9.4. KMC and Sprint shall.
 - 9.4.1 Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.
 - 9.4.2. Notify each other when there is any change affecting the service requested, including the due date.
 - 9.4.3. Coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure its interconnection trunks/trunk groups are installed per the interconnection order, meet agreed-upon acceptance test requirements, and are placed in service by the due

date.

- 9.4.4. Perform sectionalization to determine if a trouble is located in its facility or its portion of the interconnection trunks prior to referring the trouble to each other.
- 9.4.5. Advise each other's Control Office if there is an equipment failure which may affect the interconnection trunks.
- 9.4.6. Provide each other with a trouble reporting/repair contact number that is readily accessible and available twenty-four (24) hours/seven (7) days a week. Any changes to this contact arrangement must be immediately provided to the other party.
- 9.4.7. Provide to each other test-line numbers and access to test lines.
- 9.4.8. Cooperatively plan and implement coordinated repair procedures for the meet point and Local Interconnection trunks and facilities to ensure trouble reports are resolved in a timely and appropriate manner.

PARTS G AND H – LOCAL NUMBER PORTABILITY

KMC proposes adoption of the MCI-Sprint agreement on Local Number Portability, which is attached.

ATTACHMENT 7**NUMBER PORTABILITY****Section 1. Sprint Provision of Number Portability**

1.1 Sprint shall provide number portability in accordance with requirements of the Act and FCC Rules and Regulations. Currently available interim number portability ("INP") shall be provided by Sprint to MCIm in accordance with FCC Rules and Regulations. INP shall be provided with minimum impairment of functionality, quality, reliability and convenience to subscribers of MCIm services. Sprint shall provide number portability in conformance with FCC Rules and Regulations and the Act.

Section 2. Interim Number Portability ("INP")

2.1 INP shall be provided by Remote Call Forwarding ("RCF") or Direct Inward Dialing ("DID") or upon request, Route Indexing ("RI"), if technically feasible. MCIm shall specify on a per telephone number basis which method of INP is to be employed and Sprint shall provide such method to the extent technically feasible.

2.2 Remote Call Forwarding. Remote Call Forwarding ("RCF") is an INP method to provide subscribers with service-provider portability by redirecting calls within the telephone network. When RCF is used to provide interim number portability, calls to the ported number will first route to the Sprint switch to which the ported number was previously assigned. The Sprint switch will then forward the call to a number associated with the MCIm designated switch to which the number is ported. MCIm may order any additional paths to handle multiple simultaneous calls to the same ported telephone number.

2.3 Direct Inward Dialing. DID is an INP method that makes use of direct inward dialing trunks. Each DID trunk group used for INP is dedicated to carrying FLEX-DID INP traffic between the Sprint end office and the MCIm switch. Traffic on these trunks cannot overflow to other trunks, so the number of trunks shall be conservatively engineered by Sprint. Also, inter-switch signaling is usually limited to multi-frequency ("MF"). This precludes passing CLID to the MCIm switch.

2.4 Route Indexing. Route Indexing may take two forms: Route Index-Portability Hub ("RI-PH") or Directory Number-Route Index ("DN-RI"). Route Indexing may be offered, upon request, once joint trials between Sprint and MCIm or another CLEC have yielded mutually agreeable

results. Trialing will include, but is not limited to, issues of interoperability requirements, trunking (*i.e.*, one way or two way), and signaling (*i.e.*, inband or SS7).

2.4.1 RI-PH will route a dialed call to the Sprint switch associated with the NXX of the dialed number. The Sprint switch shall then insert a prefix onto the dialed number which identifies how the call is to be routed to MCIm. The prefixed dialed number is transmitted to the Sprint tandem switch to which MCIm is connected. The prefix is removed by the operation of the tandem switch and the dialed number is routed to MCIm's switch so the routing of the call can be completed by MCIm.

2.4.2 DN-RI is a form of RI-PH that requires direct trunking between the Sprint switch to which the ported number was originally assigned and the MCIm switch to which the number has been ported. The Sprint switch shall send the originally dialed number to the MCIm switch without a prefix.

2.4.3. In the joint trials, MCIm and Sprint will agree upon the type of Route Indexing that will be supported by Sprint. Sprint shall provide RI-PH or DN-RI on an individual telephone number basis. Where technically feasible, MCIm may designate that calls to ported numbers are first directed to the MCIm switch over direct trunks but may overflow to tandem trunks if all trunks in the direct group are occupied.

2.4.4 The trunking requirements will be agreed upon by Sprint and MCIm resultant from trialing. These trunking options may include SS7 signaling, inband signaling, and may be one way or two way. For either RI-PH or DN-RI, the trunks used may be the same as those used for exchange of other Local Traffic and toll traffic between Sprint and MCIm.

2.5 LERG Reassignment. Portability for an entire NXX shall be provided by utilizing reassignment of the block to MCIm through the Local Exchange Routing Guide ("LERG"). Updates to translations in the Sprint switching office from which the telephone number is ported will be made by Sprint prior to the date on which LERG changes become effective, in order to redirect calls to the MCIm switch via route indexing.

2.6 Other Currently Available Number Portability Provisions

2.6.1 Where SS7 is available, Sprint shall exchange with MCIm, SS7 TCAP messages as required for the implementation of Custom Local Area Signaling Services ("CLASS") or other features available in the Sprint network, if technically feasible.

2.6.2 Upon notification that MCIm will be initiating INP, Sprint shall disclose to MCIm any technical or capacity limitations that would prevent use of the requested INP in the affected switching office. Sprint and MCIm shall cooperate in the process of porting numbers to minimize subscriber out-of-service time, including updating switch translations where necessary within five (5) minutes after notification that physical cut-over has been completed (or initiated), as MCIm may designate.

2.6.3 For INP, MCIm shall have the right to use the existing Sprint 911 infrastructure for all 911 capabilities. When RCF is used for MCIm subscribers, both the ported numbers and shadow numbers shall be stored in ALI databases. MCIm shall have the right to verify the accuracy of the information in the ALI databases.

2.6.4 When any INP method is used to port a subscriber, the donor provider must maintain the Line Information Database ("LIDB") record for that number to reflect appropriate conditions as reported to it by the porting service provider. The donor must outclear call records to MCIm for billing and collection from the subscriber. Until such time as Sprint's LIDB has the software capability to recognize a ported number as MCIm's, Sprint shall store the ported number in its LIDB at no charge and shall retain revenue for LIDB look-ups to the ported number. At such time as Sprint's LIDB has the software capability to recognize that the ported number is MCIm's then, if MCIm desires to store numbers on Sprint's LIDB, MCIm shall comply with the requirements set forth in Attachment 3 of this Agreement.

2.6.5 Sprint should send a CARE transaction 2231 to notify the IXC that access is now provided by a new CLEC for that number.

Section 3. Number Portability ("NP")

3.1 Each Party shall use reasonable efforts to facilitate the expeditious deployment of LNP consistent with the processes and implementation schedules for LNP deployment prescribed by the FCC. In connection with the provision of LNP, the Parties agree to

support and comply with all relevant requirements or guidelines that may be adopted by the state Commission or the FCC. Such requirements and guidelines include, but are not limited to, ordering and provisioning process flows, SMS administration, NPAC administration, regression testing, and network architecture as described in the Second Report and Order (FCC 97-289). The Parties shall implement the generic requirements for LNP as ordered by the FCC and recommended by the NANC. The Parties shall work cooperatively to implement standards adopted by the North American Numbering Council (NANC) or telecommunications industry fora.

3.2 The requirements for LNP shall include the following:

3.2.1 Subscribers must be able to change local service providers and retain the same telephone number(s) consistent with FCC Rules and Regulations.

3.3 SMS Administration. The Parties will work cooperatively with other local service providers to establish and maintain contracts for the LNP Service Management System (SMS).

3.4 Ordering. To port a telephone number using LNP, the Parties shall adhere to the procedures described in Attachment 8 of this Agreement.

3.5 Network Architecture

3.5.1 Architecture shall be consistent with the FCC's 2nd Report and Order.

3.6 Signaling. In connection with LNP, each Party agrees to use SS7 signaling in accordance with applicable FCC Rules and Orders.

3.7 N-1 Query. Sprint and MCIIm will adhere to the NANC recommendations as adopted by the FCC in Order No. 97-298, released August 18, 1997.

3.8 Porting of Reserved Numbers and Suspended Lines. Customers of each Party may port numbers, via LNP, that are in a denied state or that are on suspend status. In addition, Customers of each Party may port reserved numbers that the Customer has paid to reserve. Portable reserved numbers are identified on the Customer's CSR. In anticipation of porting from one Party to the other Party, a Party's subscriber may reserve additional telephone

numbers and include them with the numbers that are subsequently ported to the other Party. It is not necessary to restore a denied number before it is ported.

3.9 Splitting of Number Groups. If blocks of subscriber numbers (including, but not limited to, DID numbers and MultiServ groups) are split in connection with an LNP request, the Parties shall permit such splitting. Sprint and MCIIm shall offer number portability to customers for any portion of an existing block of DID numbers without being required to port the entire block of numbers. Sprint and MCIIm shall permit end-users who port a portion of DID numbers to retain DID service on the remaining portion of numbers. If a Party requests porting a range of DID numbers smaller than a whole block, that Party shall pay the applicable charges for doing so as set forth in Attachment 1 of this Agreement.

3.10 Intercept Announcement - Cause Code 26. If a call to a ported number is routed to either Party's switch, even though the LRN signaled on the call is for the receiving Party's switch, then the receiving Party's switch will provide Cause Code 26 treatment either (i) by playing an appropriate intercept announcement; or (ii) by releasing the call back to the originating switch with the release cause shown as Code 26. The intercept announcement played in this situation will suggest that the call be re-tried at a later time; the caller must not be encouraged to immediately retry the call. This subsection 3.10 shall not relieve the Parties of any of their LNP duties and obligations as set forth in this Section.

Section 4. Requirements for INP and NP

4.1 Cut-Over Process

Sprint and MCIIm shall cooperate in the process of porting numbers from one carrier to another so as to limit service outage for the ported subscriber.

4.1.1 For a Coordinated Cutover Environment, Sprint shall verbally coordinate with MCIIm the disconnect and switch translations as close to the requested time as possible. The coordination shall be pre-specified by MCIIm and agreed to by both Parties and in no case shall begin more than twenty (20) minutes after the agreed upon time.

4.1.2 For a Non-Coordinated Cutover Environment, Sprint shall schedule a mechanized update of disconnect and switch

translations at the MCIIm requested cutover time. Such updates will be available to MCIIm at Parity with Sprint's own availability for such activity. Sprint shall provide an operations contact whom MCIIm can reach in the event manual intervention is needed to complete the cutover. In the event of manual intervention, and if Sprint is unable to resolve the issue within sixty (60) minutes, Sprint shall notify MCIIm of the issue and MCIIm and Sprint shall determine the plan to resolve it.

4.2 Testing

4.2.1 Sprint and MCIIm shall cooperate in conducting MCIIm's testing to ensure interconnectivity between systems. Sprint shall inform MCIIm of any system updates that may affect the MCIIm network and Sprint shall, at MCIIm's request, perform tests to validate the operation of the network. Additional testing requirements may apply as specified by this Agreement.

4.3 Installation Time Frames

4.3.1 If the installation of RCF INP must be coordinated with the installation of another Sprint provided service, then the applicable installation time frame shall be that of the other Sprint service being installed, or as mutually agreed when no such time frame has been previously established. Otherwise, the installation time frames for RCF INP shall be developed pursuant to the Implementation Plan as described in Part A, Section 34.

4.3.2 If a subscriber elects to move its Telephone Exchange Service back to Sprint while on an INP arrangement, Sprint shall notify MCIIm of the Subscriber's termination of service with MCIIm and the Subscriber's instructions regarding its telephone number(s) within two (2) business days of receiving notification from the Subscriber.

4.4 Call Referral Announcements

4.4.1 Sprint shall allow MCIIm to order all referral announcements, and specify the particular announcement from Sprint's standard set of call referral announcement options, on a per telephone number basis, for telephone numbers which MCIIm has ported from Sprint to MCIIm and for which INP measures have, at MCIIm's direction, been terminated.

4.5 Engineering and Maintenance

4.5.1 Sprint and MCIm will cooperate to ensure that performance of trunking and signaling capacity is engineered and managed at levels which are at least at Parity with that provided by Sprint to its subscribers and to ensure effective maintenance testing through activities such as routine testing practices, network trouble isolation processes and review of operational elements for translations, routing and network fault isolation.

4.6 Operator Services and Directory Assistance

With respect to operator services and directory assistance associated with NP for MCIm subscribers, Sprint shall provide the following:

4.6.1 While INP is deployed and prior to conversion to NP:

4.6.1.1 Sprint shall allow MCIm to order provisioning of Telephone Line Number ("TLN") calling cards and Billed Number Screening ("BNS"), in its LIDB, for ported numbers, as specified by MCIm. Sprint shall continue to allow MCIm access to its LIDB. Other LIDB provisions are specified in this Agreement; and

4.6.1.2 Where Sprint has control of Directory Listings for NXX codes containing ported numbers, Sprint shall maintain entries for ported numbers as specified by MCIm.

4.7 Number Reservation

4.7.1 When a subscriber ports to another service provider and has previously secured a reservation of line numbers from the donor provider for possible activation at some future point, these reserved but inactive numbers shall "port" along with the active numbers being ported by the subscriber in order to ensure that the end user subscriber will be permitted to expand its service using the same number range it could use if it remained with the donor provider.

2/18/03

PART I - GENERAL BUSINESS PROCESS REQUIREMENTS

1. PROCEDURES

1.1 General Procedure Requirements

1.1.1. Contact with Subscribers

1.1 1.1. Each Party at all times shall be the primary contact and account control for all interactions with its subscribers of that Party, except as specified by that Party. Subscribers include active subscribers as well as those for whom service orders are pending for that Party.

1.1.1.2 Each Party shall ensure that any of its personnel who may receive subscriber inquiries, or otherwise have opportunity for subscriber contact from the other Party's subscribers regarding the other Party's services: (i) provide appropriate referrals to subscribers who inquire about the other Party's services or products, (ii) do not in any way disparage or discriminate against the other Party, or its products or services, and (iii) do not provide information about its products or services during that same inquiry or subscriber contact.

1.1 1.3. Sprint shall not use KMC's request for subscriber information, order submission, or any other aspect of KMC's processes or services to aid Sprint's marketing or sales efforts

1.1.1 4 Intentionally left blank

1.1.1 5. Intentionally left blank

1 1 2. Expedite, Escalation and Disaster Recovery Procedures

1 1.2.1. Sprint and KMC shall develop mutually acceptable escalation and expedite procedures which may be invoked at any point in the Service Ordering, Provisioning, Maintenance, and Subscriber Usage Data transfer processes to facilitate rapid and timely resolution of disputes. The Escalation Process shall include without limitation provisions such that (i) each Party will provide the other Party names, telephone numbers and pagers of managers up to the Vice President level for the escalation of unresolved matters, and (ii) timing for each escalation level of one (1) business hour to respond to the escalation before the issue is escalated to the next level.

1 1 2 1 1 The Parties will be responsible to update information upon request of either Party to facilitate prompt resolution of escalations. Issues not resolved by the Escalation Process will be handled through the Dispute Resolution process described in Part B of this Agreement.